# BENGALURU SOLID WASTE MANAGEMENT

# REQUEST FOR PROPOSAL

**Appointment Of Concessionaire On Design Build Finance Operate And Transfer (DBFOT) With 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation &Secondary Transportation Of C&D Waste To Proposed Processing Plant Having Capacity Of 750 TPD Including Establishment Of Processing Plant For A Concession Period Of 15 Years For Package-3**


## DEPUTY GENERAL MANAGER-3
## BSWML
**Miller Tank Bund Road,**
**Vasanth Nagar, Bangalore**

# BENGALURU SOLID WASTE MANAGEMENT LIMITED

## Office of the Deputy General Manager -3 (BSWML), 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru– 560052

### TENDERS FOR THE WORK OF

| Name of Work | Estimated Capital Cost (Rs in Lakhs) | EMD amount (Rs.) | Cost of Bid Document |
|---|---|---|---|
| Appointment Of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of **Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants** in each of the four different packages for a Concession period of 15 years, Call-2. | | | |
| Package - 3 (750 TPD Collection, Primary Transportation & Secondary Transportation and processing of C&D waste as per the locations mentioned in RFP) | 5325.00 | Rs. 1.00 Lakh through e-payment under the following i.e., online /RTGS/ NEFT/OTC and the balance Rs. 25,62,500/- by BG/FDR issued by nationalized / Scheduled Bank | As per KPP Portal |

*****The Capital cost shown is approximate and indicative to assess the bid parameters and the Capex and Opex investment is of the bidder. The bidding parameters to assess the financial bids will be the Tipping Fees alone as per the RFP document.

CALENDAR OF EVENTS:

1. Date of Uploading of the Bid Document in KPP Portal: 02.01.2025.
2. Date of Pre bid meeting: 10.01.2025 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.
3. Last date of submission of Bids in KPP Portal: 03.02.2025 before 16:00 hours.
4. The Technical Bid opening date in KPP Portal:04.02.2025 after 16:30 hours.

Concessionaire can view and download the details of E – tender from website https://kppp.karnataka.gov.in/#/portal/portal-home from 02.01.2025 onwards, on payment of cost of tender document online is as per the E-portal. EMD amount should be paid online i.e., through E- tender portal, details which are given in the Tender Documents. The Bidders Are required to Submit Bids for the proposed project and Selection Process is as Per KTPP Rules.

**Sd/-**
Deputy General Manager - 3
Bengaluru Solid Waste Management Limited

| | |
|---|---|
| TENDER REFERENCE | No. DGM-3/BSWML/TEND/PPP/2024-25<br>Date: 26.12.2024 |

| | |
|---|---|
| PRE-BID MEETING WILL BE HELD ON | 10.01.2025 at 3.00 PM |
| LAST DATE AND TIME FOR RECEIPT OF TENDERS | 03.02.2025 on or before 4.00 PM |
| TIME AND DATE OF OPENING OF COVER ONE OF TENDERS | 04.02.2025 after 4.30 PM |
| PLACE OF PRE-BID MEETING WILL BE HELD | Office of the Cheif Engineer & Cheif General Manager, BSWML, 1st Floor, UNI Building, Thimmaiah Road, Bengaluru-560052. |
| TIME AND DATE OF OPENING OF COVER TWO OF TENDERS | Will be intimated to the Qualified Tenderers |
| PLACE OF OPENING OF COVER TWO OF TENDERS AND ADDRESS FOR COMMUNICATION: | Office of the Deputy General Manager-3., BSWML, 1st Floor, UNI Building, Thimmaiah Road, Bengaluru-560052 |

a. BSWML published the documents under this proposal is only indicative information as guidelines to bidders. However, the bidders are free to establish their own assessment of the quantity of waste and its physical and chemical characteristics, processing mechanism for C&D waste and accordingly assess the required processing facilities. In any case the minimum required facilities should be provided by the bidder. Mobile application, GPS and RFID establishment, Parking station, Vehicle washing stations shall be established by bidder.
b. The C&D waste management rules 2016 and its amendments throughout the contract need to be adhered by bidders.
c. Any Bidder blacklisted/ barred by Bengaluru Solid Waste Management Limited ("BSWML") or Bruhat Bengaluru Mahanagara Palike ("BBMP") / any other entity of Government of Karnataka or by any State Government or Central Government / department / Urban local body / agency in India or in foreign country from participating in bidding process, either individually or as member of a consortium as on the Bid Due Date and if such bar subsists, such Bidder/s shall not be eligible to participate in this RFP. The bidders are required to submit the undertaking of the notarization of anti block-listed proforma if they are not block-listed. If at a later date if the notarization submitted by the bidder is found false then their bid will be rejected and EMD submitted will be forfeited.
d. Cost of tender document shall be payable as per the e-portal guidelines.
e. The Transfer stations facility shall be provided/constructed by BSWML at its cost
f. It is the responsibility of the bidders to supply following information as part of the technical bid submissions:

    a. Methodology Statement
    b. Process Flow Chart and Material Balance Statement

c. Resource Utilisation Statement by considering the existing establishments of BSWML/BBMP
d. Area Allocation Statement
e. Operations & Maintenance Scheme
f. Project Schedule
g. Environment, Health & Safety Policy and Practice
h. Technical Specifications and Documentation including Layout Plan Drawings, General Arrangement Drawings, Mechanical Drawings, Cross-Sections of the Landfill Site etc.

g. RFP documents may be downloaded from Government of Karnataka KPP Portal website https://kppp.karnataka.gov.in/#/portal/portal-home under tenders' section. The tender document can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Service Providers who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee/Bid document/Tender Document fee is non-refundable.

h. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPPP portal for the latest information related to the tender, E-mail address of the Helpdesk is support@eprochelpdesk.com KPPP portal help desk telephone numbers are: + 91 8046010000/+91 8068948777. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPPP portal due to internet connectivity issues and technical glitches.

i. **Important notice to bidders:** The proposal consists of construction, operation and maintenance of 750 TPD processing facilities of C&D waste as per the indicative jurisdictional map provided in the PIM document. However, the final jurisdictional map shall be established by the successful bidder & submit the same before signing of the agreement.

This proposal provides an outline to establish a scientific mechanism to collect & transport C&D waste from around the city to the proposed locations of processing facilities using primary and secondary transportation and its financial implications towards the capital cost, O&M cost and its implications to assess the tipping fee model. Proper management of C&D Waste can result in significant recovery of resources. C&D Waste generated can be reprocessed and these wastes and converted to aggregates, sand, bricks and masonry fractions. Flow from waste generation to disposal including all the intermediate steps/activities such as collection, processing and recycling shall be established by bidders.

j. Bidders shall quote & submit the bids online. Eligibility criteria shall be evaluated accordingly.

k. The bidder is required to submit a single quote for Collection and Transportation (C&T) and Processing and Disposal (P&D) in e-portal.

l. In case of operation of either C&T or P&D process alone, in such cases the following illustration shall be applicable:

If the total tipping fee is Rs. x/TPD, then for Collection and Transportation (C&T) process rate shall be taken as y% of total tipping fee & for Processing and Disposal (P&D) process rate shall be taken as (x-y)% of total tipping fee

m. The quoted rates shall be excluding GST. Applicable GST shall be to the concessionaire as per reimbursement claimed based on applicable GST norms.

n. The award of the project depends upon the agency satisfying all criteria mentioned in the relevant documents and the decision of the authority is final.

o. The technical evaluation of bidders for this package shall be done & a list of technically qualified bidders for this package shall be prepared.

p. The financial bids of technically qualified bidders this package shall be opened in chronological order starting from Package 1, Package 2, Package 3 and Package 4. It is to notify that one bidder shall be awarded only one package as per the bid opened in the above-mentioned chronological order.

q. The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard.

r. The bidders are required to visit the sites where processing plants are proposed and get well acquainted with the site conditions.

s. Other details can be seen in the RFP / Tender documents.

t. The average distance towards secondary transportation is considered from the transfer stations to processing plants is about 25 Kms on direction and round trip it is 50.00 Kms. The lead for the additional distance per Km shall be paid or deducted based on the establishment of actual average distance per trip after the award of the work and after finalization of the location of the Transfer stations and processing plants and arrive the average distance in mutual consent of concessionaire and BSWML for the corresponding package.

u. The quantity of this package is an approximate quantity for C&T as well as P&D. The average quantity for C&T as well as P&D shall be taken on a monthly basis on actual quantities, however, the C&T has to be done within the jurisdiction of the package as soon as the "on-demand call" is received by the concessionaire either by Authority/source generator.

v. The collection of royalty on processed goods & payment of the same to the concerned department is the responsibility of the bidder.

w. The Bidder's participating in more than one package should meet the below combined bid capacity in the respective packages:

| **Particulars** | **Combined Bid Capacity** |
|---|---|

| | Collection, transportation and processing packages | | | | Collection and transportation packages | | |
|---|---|---|---|---|---|---|---|
| | **Package 1** | **Package 2** | **Package 3** | **Package 4** | **Package 1** | **Package 2** | **Package 3** |
| **Min. Turnover in any two years out of last 5 financial years** | 50% of the capital cost | 50% of the capital cost | 50% of the capital cost | 50% of the capital cost | 50% of the capital cost | 50% of the capital cost | 50% of the capital cost |
| **Min. Net worth in any two years out of last 5 financial years** | 25% of the capital cost | 25% of the capital cost | 25% of the capital cost | 25% of the capital cost | 25% of the capital cost | 25% of the capital cost | 25% of the capital cost |

a. The bidder participating in more than one package/s shall meet the minimum qualification criteria as given in RFP.

b. The Bidder may participate for any number of packages provided they meet the combined bid capacity.

c. The financial bids of the qualified bidders will be opened in consecutive order of packages and will be awarded based on the combined bid capacity in consecutive order of packages as indicated in the table above.

d. The 4 packages of Collection, transportation and processing will be opened first in the consecutive order followed by 3 packages of Collection and transportation.

e. The bidder shall submit the Annual Turnover statements, Annual Balance sheets and Net worth certificates certified by the Chartered Accountant.

## Contents

DISCLAIMER 7

GLOSSARY 10

1. 16

2. 18

A. 377

B. PREPARATION AND SUBMISSION OF PROPOSAL 38

C. SUBMISSION OF PROPOSAL 46

D. EVALUATION PROCESS 55

E. 62

F. 714

G. PRE-PROPOSAL CONFERENCE 76

H. MISCELLANEOUS 77

APPENDIX – I: TECHNICAL PROPOSAL 78

Form-1:Letter of Proposal 79

Form-2:Particulars of the Applicants/ bidders/ tenderers 82

Form-3:Statement of Legal Capacity 85

Form-4A:Power of Attorney for signing of Proposal 846

Form-4B:Power of Attorney for Lead Member of Joint Venture/Consortium/LLP 88

Form-5:Financial Capacity of the Concessionaire 91

Form-6:Particulars of Key Personnel 92

Form-7:Proposed Methodology, Technology and Work Plan 93

Form-8:Proforma of Bank Guarantee for Bid Security 94

Form-9: Format for Joint Bidding Agreement 96

Form-10: Abstract of Eligible Assignments of the Concessionaire 101

Form-11:Abstract of Eligible Assignments of Key Personnel 102

Form-12: Eligible Assignments of the Concessionaire 103

Form-13: Eligible Assignments of Key Personnel 104

Form-14: Curriculum Vitae (CV) of Key Personnel and Professional Personnel 1035

Form-15: Deployment of Personnel 106

Form–16: Survey and Field Investigations 107

Form-17: Format of Self-Attested Certificate regarding Associate 108

Form-18: Format of Information on Litigation 109

Form – 19: Information regarding Anti-Blacklisting – Affidavit 11110

APPENDIX-II: FINANCIAL PROPOSAL 111

Form-1: Covering Letter 112

Form-2: Price Bid –I (Sample Format and same has to be filled up online in KPP Portal) 113

Form-3: Letter of Declaration 116

Form-4: Format of Self-Attested Certificate regarding Associate 118

Form-5: Format of Information on Litigation 119

ANNEXURE - A 120

ANNEXURE - B 121

## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Concessionaires, whether verbally or in documentary or any other form by or on behalf of the BSWML or any of their employees or advisers, is provided to Concessionaires on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the BSWML to the prospective Concessionaires or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BSWML in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Concessionaire may require. This RFP may not be appropriate for all persons, and it is not possible for the BSWML, their employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Concessionaire should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant/ Bidder is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSWML accept no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSWML, their employees and advisers make no representation or warranty and shall have no liability to any person including any Concessionaire under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The BSWML also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any Concessionaire upon the statements contained in this RFP.

The BSWML may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the BSWML are bound to select an Applicant/ Bidder or to appoint the Selected Bidder for the Project and the BSWML reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

While every effort has been made to ensure the accuracy and reliability of the information presented, neither Authority nor Consultant shall be held responsible for any discrepancies, omissions, or changes that may arise after the publication of this document. Authority has used reasonable skill and care in checking the authenticity, accuracy and completeness of information obtained from the public domain or from external sources in the report. Authority does not accept responsibility for any legal, commercial or other consequences

that may arise directly or indirectly because of the use of third-party information or information sourced from public domain in this report or used for an alternative purpose from which it is provided.

The Applicant/ Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the State Government or the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Concessionaire and the State Government, or the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Concessionaire in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## ABBREVIATIONS AND ACRONYMS

| | |
|---|---|
| BBMP | Bruhat Bengaluru Mahanagara Palike |
| BOQ | Bill of Quantities |
| BSWML | Bengaluru Solid Waste Management Limited |
| C&DWM | Construction & Demolition Waste Management |
| COD | Commercial Operation Date |
| C&T | Collection & Transportation |
| ESHS | Environmental, Social, Health and Safety |
| GCOC | General Conditions of Contract |
| GITA | General Instructions to Concessionaires, in the SPD |
| IF | Information Forms |
| IFT | Invitation for Tenders |
| IFP | Invitation for Pre-qualification |
| ITB | Instructions to Tenderers |
| JV | Joint Venture/Consortium/LLP/LLP |
| JVA | Joint Venture/Consortium/LLP/LLP Agreement |
| RFP | Request For Proposal |
| PITA | Particular Instructions to Concessionaires |
| STD | Standard Tender Document |
| SPD | Standard Pre-qualification Document |
| DLB | Directorate of Local Bodies |
| GoI | Government of India |
| ITB | Instructions to Bidders |
| LM | Lead Member |
| C&D | Construction & Demolition |
| RFP | Request for Proposal |
| SPV | Special Purpose Vehicle |
| SLF | Scientific Landfill Facility |
| TPD | Tons per Day |
| ULB | Urban Local Body |
| KSPCB | Karnataka State Pollution Control Board |
| P&D | Processing & Disposal |
| TEC | Tender Evaluation Committee |
| UDD | Urban Development Department |

## GLOSSARY

| | |
|---|---|
| Associate | As defined in clause 12.4 of Section B |
| Authorized Representative | As defined in clause 2.0 of Section B |
| Bid Price Sheet | As provided in Form-2 of Appendix-II |
| Bid Security | As defined in clause 12.0 of Section C |
| Coercive Practice | As defined in clause 3.0 (c) of Section F |
| Concession Agreement | As defined in clause 1.1.3 of Chapter 1 |
| Concessionaire | As defined in clause 1.1.3 of Chapter 1 |
| Conditions of Eligibility | As defined in clause 6.0 of Section B |
| Conflict of Interest | As defined in clause 12.0 of Section B |
| Corrupt Practice | As defined in clause 3.0 (a) of Section F |
| CV | Curriculum Vitae |
| DBFOT | Design, Build, Finance, Operate and Transfer |
| Documents | As defined in clause 1.0 of Section B |
| Eligible Assignments | As defined in clause 1.4.1 of Section E |
| Fraudulent Practice | As defined in clause 3.0 (b) of Section F |
| INR, Re, Rs. | Indian Rupee(s) |
| Joint Bidding Agreement | As defined in clause 8.0 of Section C |
| Joint Venture/Consortium/LLP | As defined in clause 8.0 of Section C |
| Key Personnel | As defined in clause 5.0 of Section B |
| Lead Member | As defined in clause 8.0 of Section C |
| LOA | As defined in clause 5.4.1 of Section D |
| Member | As defined in clause 12.4 of Section B |
| Net Worth | As defined in clause 1.5 of Section E |
| PPP | Public Private Partnership |
| Professional Personnel | As defined in clause 4.2 (p) of Section B |
| Prohibited Practices | As defined in clause 1.0 of Section F |
| Proposal | As defined in Clause 1.2 of Chapter 2 |
| Proposal Due Date or PDD | As defined in Clause 1.5 of Chapter 2 |
| RFP | As defined in Disclaimer |
| Selected Bidder | As defined in Clause 1.6 of Chapter 2 |
| Selection Process | As defined in Clause 1.6 of Chapter 2 |
| Site(s) | As defined in Clause 1.1.1 of Chapter 1 |

| | |
|---|---|
| Statutory Auditor | An Auditor appointed under Applicable Laws |
| Subject Person | As defined in clause 12.4 of Section B |
| Support Personnel | As defined in clause 4.2 (q) of Section B |
| Taxes | Means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) income tax, goods and services tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Concessionaire |
| Technical Proposal | As defined in clause 7.0 of Section C |
| Undesirable Practice | As defined in clause 3.0 (d) of Section F |
| US$ | United States Dollar |

## DEFINITIONS

| | |
|---|---|
| Bid Project Cost | For tendering purpose: The total estimated capital cost of the project for this package |
| Employer | One of the two parties to a works contract, the other party being the "Concessionaire." |
| Applicant/ Bidder | The legal entity that is party to and performs a works contract, the other party to the contract being the "Employer." |
| Joint venture | An ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of "Concessionaire," with all firms (partners in the JV) being legally liable, jointly and severally, for the execution of the contract in the event of a partner's withdrawal. |
| Management concessionaire | A firm, acting in the role of "Concessionaire," that does not usually perform contract construction work directly, but manages the work of other (sub) concessionaires, while bearing full responsibility and risk for price, quality, and timely performance of the contract. |
| Construction Manager | A consultant, acting as agent of the Employer, is engaged to coordinate and monitor the timing of preparation, tender award, and execution of a number of different contracts comprising a project, but does not take on the responsibility for price, quality, or performance of those contracts. |
| Nominated Sub-contractor | A specialist enterprise selected and approved by the Employer to provide a pre-specified item in the BOQ, and nominated as sub contractor to the Concessionaire for such purpose. |
| O&M Cost (for calculating security) | The cost of operation calculated as per the approved tipping fee per TPD multiplied with the quantum of waste collected per month. |
| Post-qualification | An assessment made by the Employer after the evaluation of tenders and immediately prior to award of contract, to ensure that the lowest-evaluated, responsive, eligible bidder is qualified to perform the contract in accordance with previously specified qualification requirements. |
| Pre-qualification | An assessment made by the Employer of the appropriate level of experience and capacity of firms expressing interest in undertaking a particular contract, before inviting them to tender. |
| Prime concessionaire | A firm that performs a substantial part of a contract construction work itself and the balance, if any, by sub-contractors, while bearing full responsibility for the whole contract. |
| Provisional sum | A sum included provisionally in the BOQ of a contract, normally for a specialized part of the Works or for contingencies, which sum shall be used only on the instructions of the Employer for payments to the concessionaire and/or to nominated sub-contractor. |
| Slice and Package | A procedure whereby a large homogeneous work is sliced into smaller similar contracts, which are bid simultaneously so as to attract the interest of both small and large firms; firms offer bids on individual contracts (slices) or on a group of similar contracts (packages), and award is made to the combination of bids offering the lowest cost to the Employer Slices comprising a number of similar construction units together in a small area are sometimes referred to as "lots," which are bid concurrently with other similar "lots" as part of the larger "package." |
| Turnover | The gross earnings of a firm (in this context, a construction concessionaire), defined as the billings for contract work in progress and/or completed, normally expressed on an annual basis, excluding income from other sources. |

| | |
|---|---|
| Works | The total work involved in a construction contract, including the “Permanent” Works or finished product as specified, and the “Temporary” Works required by the Concessionaire for the execution of the contract. |
| Writing | For the purpose of this document, any authenticated handwritten, typed, or printed communication, including telex, cable, electronic mail, and facsimile transmission, with proof of receipt when requested by the sender. |

# INVITATION FOR PROPOSALS

# 1. INTRODUCTION

## 1.1. Background

1.1.1. The BSWML acting through and represented by Government of Karnataka and BBMP is desired to engage agency in the Collection, Transportation and Processing of Construction and Demolition (C&D) waste for this package having capacity of 750 TPD each to identified locations by BSWML at Bengaluru and as part of this endeavor, the BSWML have decided to undertake "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants in the below package for a Concessionaire period of 15 years."

**A. Package-3**

| Description of the Service | Unit | Quantity |
|---|---|---|
| **Package-3:**Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to the Proposed Processing Plants and processing by establishing the Processing Plants as per the as per Scope of work of PIM document, RFP document and the T&C in Concession Agreement, C&D Waste Management Rules 2016; SBM-2.0, CPHEEO Manual and any other amendments to such rules and guidelines during the concession period of 15 years of O&M which is after the COD. | **Tons per day (TPD)** | **750** |

1.1.2. ***"The above package shall be called herein referred as "The Project" of each corresponding package"***.**The tentative** locations for the transfer stations and processing plants have been identified by BSWML at Bengaluru and the google maps of the route maps are placed in Project Information Memorandum (PIM) for the reference to the bidders. The BSWMLis seeking private sector participation on Public Private Partnership (**"PPP"**) mode by inviting Proposals for the Project within the [jurisdiction of the Authority] for above said package by BSWML at Bengaluru and on the site(s) identified by the Authority for the implementation of the Project (the "Site(s)") on PPP Collection, Transportation and Processing basis.

Concessionaire can view and download the details of E – tender from website https://kppp.karnataka.gov.in/#/portal/portal-homefrom the date of uploading on the same site as mentioned in the paper notification, on payment of cost of tender document online is as per the E-portal. EMD amount should be paid online i.e., through E- tender portal, details which are given in the Tender Documents.

1.1.3. The Project may be awarded on DBFOT basis for Collection, Transportation and Processing basis to a private entity **(the "Concessionaire")** selected through a competitive bidding process through the QCBS system. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the BSWML and the

Concessionaire (the "Concession Agreement").The project will be implemented in accordance with C&D Waste Management Rules - 2016. It has to be noted that Ministry of Environment, Forest & Climate Change has published notification on 29.07.2024 for Construction & Demolition Rules, 2024 which shall be into effect from 1st April, 2025 and if any amendments to the above mentioned or new policies if introduced by GOI shall be considered as part of the concessionaire agreement, subject review of the financial implications if any shall be mutually accepted by both parties of such financial implication due impose of such new policies.

1.1.4. In pursuance of the above, the Authority has decided to carry out the process for selection of a Concessionaire for implementation of the Project in accordance with the Concession Agreement.

## 2. INSTRUCTIONS TO CONCESSIONAIRES/TENDERERS

### 1.1 Notice Inviting Bids

The Deputy General Manager-3., BSWML on behalf of The Managing Director Bengaluru Solid Waste Management Ltd (BSWML), invites online bids from competent bidders for "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said package vide clause 1.1.1 for a Concessionaire period of 15 years."

### 1.2 Request for Proposals

The BSWML invite proposals for "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said package vide clause 1.1.1 for a Concessionaire period of 15 years." for implementation of the Project in conformity with the Concession Agreement. The BSWML intends to select the Concessionaire through an open competitive bidding process in accordance with the procedure set out herein.

The Service Provider would be selected through a [National/International] Competitive bidding process as per RFP Document. A "Single-Stage" process will be followed for determining the Preferred Applicant i.e. there is no separate pre-qualification stage for short listing of Applicants. Selection of successful applicants will be through evaluation of the Proposals submitted by the prospective Applicants. The proposal should be submitted in the following two parts/under two bid system:

PART I: TECHNICAL BID –
Proposal containing certificates/ documents relating to eligibility requirements, tender document fee & earnest money.

PART II: FINANCIAL BID –
Rate for transportation fee.

### 1.3 Due diligence by Concessionaires

Concessionaires are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project Site(s), sending. written queries to the Authority and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

a) The Bidder/ Concessionaire(s) are encouraged to appraise themselves completely regarding the above project, site conditions including waste composition by visiting the site before submission of the bid.

b) The bidder must meet the eligibility criteria mentioned in the RFP.

c) It is the responsibility of the concessionaire to regularly check Public Procurement Portal of Government of Karnataka (GoK) i.e., https://karnatakatenders.gov.infrom time to time for updated, amendments, corrigendum, extensions, if any with respect to this RFP.

### 1.4. Obtaining RFP Document

The complete set of tender documents which includes this RFP, Draft Concession Agreement (DCA), Schedules of DCA and Project Information Memorandum (PIM) can be downloaded from Official Website and the Government of Karnataka and Public Procurement Portal of Government of Karnataka (GoK) i.e. https://kppp.karnataka.gov.in

This RFP document has the following connecting documents.

A. Project Information Memorandum (PIM)
B. Draft Concessionaire Agreement along with articles and relevant schedules

All prospective bidders are required to refer to the above documents collectively before submitting the bids.

### 1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the **Proposal Due Date (the "PDD").**

### 1.6. Brief description of the Selection Process

The BSWML have adopted a single-stage two envelope (Through KPP Portal only) selection process (collectively the **"Selection Process"**) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes (Through KPP Portal only). In the first stage, a technical evaluation will be carried out as specified in clause 1.0 (Of Section E). Based on this technical evaluation, a list of short-listed concessionaires shall be prepared as specified in clause 3.0 (Of Section E) In the second stage, a financial evaluation will be carried out as specified in clause 4.0 (Of Section E). Proposals will finally be ranked according to their combined technical and financial scores as specified in clause 5.0 (Of Section E). The first ranked Concessionaire shall be selected for negotiation (the "Selected Bidder") while the second ranked Concessionaire will be kept in reserve.

### 1.7. Currency conversion rate and payment

1.7.1. For the purposes of technical evaluation of Concessionaires, the conversion rate of the currencies shall be the State Bank of India Telegraphic Transfer Buy rates published by the State Bank of India prevalent on the Proposal Due Date, and the amount so derived in US$ shall be converted into INR at the aforesaid rate.

1.7.2. All payments to the selected Concessionaire shall be made in INR in accordance with the provisions of this RFP. The Concessionaire may convert INR into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by the Concessionaire.

### 1.8. Schedule of Selection Process

The BSWML would endeavor to adhere to the following schedule:

| SLNO | Event Description | Date |
|---|---|---|
| 1 | Last date for receiving queries/clarifications | **As per date mentioned in NIT** |
| 2 | Pre-Proposal Conference | |
| 3 | Authority's/State Government's response to queries | |
| 4 | Proposal Due Date or PDD | |
| 5 | Opening of Proposals | |
| 6 | Letter of Award (LOA) | **As per Authority's decision** |
| 7 | Signing of Concession Agreement | |
| 8 | Validity of Proposals | **180 days of PDD** |

## 1.9. Pre-Proposal visit to the Site and inspection of data

Prospective Concessionaires may visit the Site(s) and review the available data at any time prior to PDD. For this purpose, they will provide at least [two] days" notice to the nodal officer specified below:

**BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)**
NO. 30/1, 1st and 2nd Floor, UNI Buildings,
Thimmaiah Road, Vasanth Nagar, Bengaluru –560 002

## 1.10. Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

| Particulars | Description |
|---|---|
| **Date** | 10/01/25(date mentioned in NIT) |
| **Time** | 03:00 p.m. |
| **Attention to** | Office of The Chief General Manager and Chief Engineer (Technical) |
| **Venue** | Bengaluru Solid Waste Management Limited<br>#30/1, Thimmaiah Road, Millers Tank Bund Area,<br>Vasanthnagar, Bengaluru-560 052 |

This RFP is available at the Karnataka Public Procurement Portal – "BSWML" under the RFP titled "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said package vide clause 1.1.1 for a Concessionaire period of 15 years."

**Pre-bid Queries / Pre-Bid Clarifications**

The Bidders who are desirous of seeking any clarification/information from the RFP or relating to this project may do so by sending/submitting their queries in writing through e-mail/post/courier to the address and/or of the designated officer on or before 10/01/2025 by 3:00 PM(Date as per NIT) in the format given below:-

| SL.NO. | REFERENCE<br>VOL / PAGE NO / CLAUSE | TEXT PROVIDE IN RFP/CA | QUERY IN DETAIL |
|---|---|---|---|
| | | | |

The subject item of the email, communications shall clearly mentioned the following: "Queries/ Request for Additional Information with respect to"Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said package vide clause 1.1.1 for a Concessionaire period of 15 years."

The Corrigendum/addendum, if any, shall be published by the authority at the KPP portal through the website only.

The Authority shall endeavor to respond to the queries within the period specified therein, but not later than 7 (seven) days prior to the proposal due date. The response to the pre-bid queries shall be uploaded on the e-procurement portal only.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder/Concessionaires. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority /Authority**.**

**1.11. Communications**

1.11.1. All communications relating to the submission of Proposal should be addressed to:

**The Deputy General Manager -3**
**BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)**
NO. 30/1, 1st and 2nd Floor, UNI Buildings,
Thimmaiah Road, Vasanth Nagar, Bengaluru –560 002

1.11.2. The **Official Website** of the Authority is: KPPP Portal (https://kppp.karnataka.gov.in)

This RFP is available at the Karnataka Public Procurement Portal – "BSWML" under the RFP titled "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said package vide clause 1.1.1 for a Concessionaire period of 15 years."

**1.11.3** All contract documents are interlinked as follows:

a) Project Information Memorandum (PIM)

b) Request For Proposal (RFP)

c) Draft Concessionaire Agreement (DCA)

d) Schedules

e) Financial Bid

The financial bid and its rates to be considered to take up the comprehensive scope mentioned in RFP vide Clause No. 2.1, DCA vide Article 2.

## 1. Scope of Proposal

"Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants in this package for a Concessionaire period of 15 years."

**A. Package-3**

| **Description of the Service** | **Unit** | **Quantity** |
|---|---|---|
| **Package-3:** "Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to the Proposed Processing Plants and processing by establishing the Processing Plants as per the as per Scope of work of PIM document, RFP document and the T&C in Concession Agreement, C&D Waste Management Rules 2016; SBM-2.0, CPHEEO Manual and any other amendments to such rules and guidelines during the concession period of 15 years of O&M which is after the COD. | **Tons per day (TPD)** | **750** |

**2.1 Scope of work for Collection, Transportation and processing of C&D Waste for above Package of 750 TPD capacity is as follows:**

**2.1.1** C&D waste is divided into two categories:

a. Claimed C&D waste: This is generated by identified generators.
b. Unclaimed C&D waste: where the generator of C&D waste is difficult to be identified, for instance the C & D waste which is mainly found dumped across roadside or in other residential, non-residential and open areas within the BSWML limits.

2.1.2 It is the responsibility of the bidder to assess the availability of the C&D waste within the jurisdictional areas and quote accordingly.

**2.2 The scope of works divided into three main sections as follows:**

**2.2.1 Section-1**: **Collection & Transportation**:

**2.2.1.1 Sub-Section-1**: Collection: The concessionaire shall procure the optimum required number of containers of 5.00 cum capacity along with suitable hook loaders to carry these containers. Deploy the minimum required labour at each C&D Waste collection spot to fill the containers. The filled containers need to be taken by hook loader within stipulated time mentioned in RFP and DCA. The minimum required containers to be deployed based on the assessment of the available quantity at source.

**2.2.1.2 Sub-Section-2:** Primary Transportation: The filled containers from C&D waste generation points shall be carried by the optimum capacity of the hook loaders to be deployed and carry the filled containers to the transfer stations. The small size containers shall be transferred the waste into the larger size of 20.00 Cum or more capacity containers at the transfer stations.

**2.2.1.3 Sub Section-3**: Secondary Transportation: The secondary transportation through the hook loader of 28.00 T GVW or more capacity to be deployed to carry the filled larger size containers from the transfer station to processing plant.

**2.2.2 Section-2: Administrative activities:**

**2.2.2.1 Sub Section-1**: GPS/RIFD/Mobile tracking mechanism: The concessionaire has to establish the comprehensive RFID/ GPS mechanism to containers, hook loaders and weigh bridges along with CCTV and connect the entire vehicle tracking mechanism and loading assessment mechanism to the central control command system of BSWML and monitor the same

**2.2.2.2 Sub Section-2**: Information, Education and Communication (IEC) activities: Deploy the minimum required expert teams and promote the activities through social media to establish the IEC system and create the awareness programs among the citizens and make them to be part of the SBM-2.0 as per the guidelines. Establish the call centre to attend the public redressal and complaint resolving mechanism as per the guidelines of SWM 2016 rules or any rules prevailing to attend the complaints as per the DCA clauses

**2.2.2.3 Sub section-3**: Infrastructure & facilities: Establish the Vehicle washing system, Workshops to maintain the vehicles, fuel stations, public utilities for the staff and workers deploy the minimum required staff for each activity and maintain the proper records of the deployment of the vehicles, manpower etc.

**2.2.3 Section-3: Processing and Disposal:**

**2.2.3.1 Sub- section-1**: Establishment of the civil infrastructure: The concessionaire is required to prepare a comprehensive layout plan to establish the treatment plant as per the details mentioned in DCA & RFP and process the 90 % of the waste received at processing plant on day to day basis and avoid the accumulation of the waste at receiving yard. The processing materials need to be properly stacked and deploy the marketing team to assess the requirement of such materials demand in the market.

**2.2.3.2 Sub-section-2:** Disposal of inert: Not more than 10% of the waste collected shall not be sent to the dumping yard without processing.

2.3 Detailed scope of work and tasks to be taken up by the concessionaire are as follows:

2.3.1 It shall be proposed that a comprehensive plan shall be prepared in consultation with agency who is going to be appointed by the BSWML should prepare comprehensive C&D Waste Management Plan, covering storage, collection and transportation to proposed processing plants and further process the same at this location with 750 TPD at each location this package as mentioned above and disposal of the inert not more than 10% of the total input waste.

2.3.2 It has to be noted that the Ministry of Environment, Forest & Climate Change has published notification on 29.07.2024 for Construction & Demolition Rules, 2024 which shall be into effect from 1st April, 2025. Till then Construction & Demolition Rules, 2016 shall be effective. C&D Waste Management rules 2016 and any other rules and amendments to existing rules or new rules come into force to handle the subject contracts either by State or Center shall be part of the concessionaire agreement. If any financial implication due to change in law by way of implementing by such amendments or new rules shall be reviewed and compensation for such change in law shall be handled as per the article-23 of the DCA.

2.3.3 The Comprehensive Plan shall indicate for the collection, storage, containment, transportation of all claimed & unclaimed C&D waste to the facility for its further processing and disposal.

2.3.4 The concessionaire will be responsible for lifting unclaimed waste from areas, as directed by BSWML officials, which otherwise cause nuisance to vehicular traffic, mainly on both sides of the roads and at junction points. The heaps of C&D waste dumped by road side/isolated, is to be cleared by the concessionaire. The unauthorized dumping needs to stop within the stipulated time mentioned in DCA and its articles.

2.3.5 Set a common call centre facility in consultation with the Concessionaire selected for other packages and GPS based, Android & iOS based interactive Mobile Application for easy access of C&D waste facility for the user (8 am to 8 pm during 365 days) for registering a request for collection from BSWML and private parties. Concessionaire should attend all the sites within 48 hours. The mechanism for surveillance of C&D waste in order to avoid the duplication of waste collected & disposal should be implemented by the concessionaire. The same will be integrated with the BSWML control command centre.

2.3.6 The responsibility of the concessionaire includes providing adequate numbers and types of vehicles of make Tata / Ashok Leyland / Eicher / Hyva or any other equivalent for collection and transportation. These vehicles shall be in compliance with RTO rules/ regulations and all other applicable rules & regulations/ notifications by competent Authority.

2.3.7 Install GPS in all vehicles at its own cost and provide MIS data to BSWML on a monthly basis and whenever required by BSWML intermittently.

2.3.8 Provide all the MIS Data of the project to BSWML along with a monthly bill as approved by BSWML at the time of execution of project.

2.3.9 For less than 1 MT of C&D Waste generator i.e Small Generator who has not registered with BSWML and their payment is not reflected in ESCROW account, in such case the Concessionaire has to provide service with small size containers after registering the requirement of the removal of such waste for less than 1 MT C&D Waste after confirmation of payment receipt paid to BSWML.

2.3.10 For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e. Medium Generators, who have not registered and their payment is not reflected in ESCROW account, then such cases need to be brought to the notice through online tracking mechanism and Concessionaire shall provide the containers to source generation spots after register their request and after confirmation of the payment in ESCROW account The authorities will collect the payment directly based on the quantity recorded through VTMS subsequently. Hence the concessionaires are advised to lift waste as indicated in the RFP.

2.3.11 For BSWML's other civil works / bulk generators having quantity equal or more than 20 MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk waste generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.

2.3.12 In case the bulk generator uses BSWML's Collection and Transportation services then the Concessionaire for this project will make arrangements for Collection, Transportation, and Processing & Disposal of C&D waste from bulk generators. Bulk generators will make payment to concessionaire directly per the rates approved by BSWML.

2.3.13 In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML.

2.3.14 If there is a difference between quantity registered and payment made in the ESCROW account and actual C&D Waste found on the site, then Concessionaire shall inform BSWML, in cases the

generator shows subsequent confirmation for remaining quantity then the concessionaire shall collect the C&D. If there is a difference in Quantity of waste recorded with authority and the actual waste transported from the geo linked waste generator and such difference in the quantities shall be handled by authority with the source generator. The actual quantity transported by the concessionaire shall be recorded and paid accordingly.

2.3.15 For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record. TheConcessionaire ha to install a GPS/RFID with vehicle tracking mechanism on all the vehicles deployed for the project and it is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking mechanism to the ICCC of authority. The online RFID/GPS mechanism shall record the specific weight at every spot of claimed and unclaimed C & D Waste collected by the concessionaire and be recorded, and accordingly the payment shall be calculated through online record of weight management through RFID/ GPS mechanism. A periodic physical test checks shall be conducted by an Independent Engineer appointed by the authority to check the balance sheet of the weight recorded through online mechanism and resolve the disputes if it arises at any point of time during the concessionaire period. There will be no penalty imposed on the concessionaire due to non-availability of the BSWML staff for this purpose. The payment for the actual quantities shall be arrived and will be paid by authority directly to the Concessionaire. The authority will handle the collection of the payment from the source generators through the internal mechanism of the authority. The concessionaire needs to upload the GPS locations of the quantities of such unregistered source generators.

2.3.16 A procedure shall be established that "all BWG shall send a request letter to BSWML indicating the approximate quantity to be generated from the either new construction, demolition or renovation indicating the tentative quantity. In turn BSWML through the system shall intimate to the concessionaire to collect the waste from such BWG. The rates for C&T and P&D shall remain the same as approved rates under this contract. The payment based on the approved quantities shall be paid directly from BWG to the concessionaire. If there is any difference in actual quantities to the final transported quantities are noticed, in such cases, such difference in quantities, as per electronic weighment prints uploaded through the Control Command Centre (CCC) shall be final.

2.3.17 Facility for "on-demand/ on-call pickup" of C&D from claimed C&D waste generators needs to be created by the concessionaire. The concessionaire has to lift unclaimed waste and bulk generators can deliver C & D waste at the processing plant after specific approval from BSWML in cases when proposed quantity per package cannot be met through Debris On-call and unclaimed debris for respective slice.

2.3.18 The Concessionaire has to market and promote its services for lifting of claimed C&D waste as per Guidelines of C&D waste management 2016 wherever applicable.

2.3.19 The concessionaire shall establish the methodology of collection & transportation C & D waste which should include collection from zone, ward, complaint based collection, request based collection system utilizing the vehicles as mentioned.

2.3.20 Proper transportation permits should be obtained and the agency shall have the necessary permits.

2.3.21 The Bidder has to dispose of the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from competent authority. Suitable

locations such as abandoned stone quarry sites will be notified for disposal of inert and the details of the same will be provided at the time of signing of agreement with the concessionaire. However, the average distance of 5.0Km has been considered in the scope of the concessionaire. If the average distance is more than 5.0Kms in one direction, then the rate per KM lead shall be paid for the additional lead based on the additional distance established by a designated committee after the landfill area has been approved by the authority.

2.3.22 The bidder has to provide Uniforms, Fluorescent Jacket and other Safety Gear as per C&D Waste Management Rules 2016 to its operating staff.

2.3.23 The Bidder has to provide an adequate number of Supervisory staff with conveyance for mobility and communication tools for effective co-ordination of the system.

2.3.24 The Bidder has to specifically procure the assets for the C&D waste purpose and all the assets would be painted with specific color code and number and name written on it as per direction from BSWML officials. After the compliance only the vehicles would be allowed to operate.

2.3.25 The operation involves various movements of vehicles for maintenance, transportation of vehicles from collection point to Plant site, processing of the C&D Waste and produce recycled materials, movement of vehicles from plant site to disposal site.

2.3.26 The concessionaire has to provide the registration number of their vehicles to BSWML prior to the start of the operation. BSWML may direct the Concessionaire to get audited any of the software/ GPS system/ VTMS system used for the project from the authorized agencies acceptable to BSWML at any time during the contract period.

2.3.27 The concessionaire shall compulsorily install Vehicle Tracking Management System (VTMS) on each vehicle used for collection & transportation of C&D waste and disposal of post processing rejects, with the necessary web based software, accessible from web, personal computer/ laptops, network links, antivirus, printer, GPS / Sim Card / Dongle and shall provide necessary training to the Municipal Staff and connect the system with Municipal server through IT department of BSWML with loading / unloading switch for vehicles transporting C&D waste/ post-processing rejects at their own cost. Please note that for payment of tipping fee, VTMS record is mandatory. The concessionaire is to provide Vehicle Tracking Management System (VTMS) including complete client site connectivity at different locations, Weighbridge etc. The system must be a web based application including GPS based live tracking with GIS mapping and integrated map. The concessionaire must provide all necessary hardware (e.g. Computers, GPS etc.) and necessary connectivity with BSWML server. The concessionaire to comply with server requirements of BSWML.

2.3.28 The concessionaire has to establish a control room, workshop on the processing plant site itself.

2.3.29 The concessionaire shall undertake a mass awareness program, in their respective slice, so as to ensure that C&D waste being generated in its contract area is not being littered along the roadside or disposed-off at existing MSW dump site(s).

2.3.30 The concessionaire shall carry out awareness, capacity building and IEC activities periodically.The concessionaire shall create a sustained system of information, education and communication for construction and demolition waste through collaborations with expert institutions and civil societies and also disseminate through their own website.

2.3.31 The concessionaire shall coordinate with the BSWML periodically to understand the C & D waste generation.

2.3.32 The concessionaire will involve community participation and discuss with the citizen community in order to ensure a free flow of information on waste generated by individuals so as to optimize the collection, transportation, Processing and Management Facility.

2.3.33 The concessionaire shall collect, transport, process & dispose the waste generated as per the proposal,

if it is less or more than indicated in contract then in such case the concessionaire shall be dealt to account the same as per the accepted rate per ton and the concessionaire is bond to follow the same as per the instruction of authority. It is proposed that in package 3 (three) plants of 750 TPD Capacity processing facilities are required to establish. The plants may need to operate for extra hours if the received capacity is beyond the proposed capacity. It is to be noted that up to 125% of the input quantity incoming as prescribed quantity shall be processed by the concessionaire as per accepted rate of proposal. The additional required area for the stacking of raw materials and finished products, shall be made available to the plant to handle any generation of C&D waste in the proposed jurisdiction area assigned to the concessionaire if supplied to the processing plant beyond the capacity of the processing plant of the package. The processed materials obtained after processing the C&D waste must comply with IS standards & specifications. The successful concessionaire is bound to accept the increased capacity up to 125% to handle Collection & Transportation and processing within scope of work based on the accepted tipping fee during the contract. Hence a thorough study on the existing and anticipated generation of the C&D waste in ULB limits of Bengaluru city by the intended bidders before submitting their bids.

2.3.34 Before commencement of services under this project, the concessionaire shall submit a detailed work plan for collection, transportation, processing & disposal of C & D waste and get it approved from BSWML. This plan may be amended in future as per the project requirement; however such amendment will require prior approval of BSWML.

2.3.35 Collection of municipal Solid Waste and Bio-medical Waste is not within the purview of this Project and it is supposed to be handled as per SWM Rules 2016 and Biomedical Waste – Management & Handling Rules. The Concessionaire is therefore under no obligation to collect, transport, treat, or dispose of Municipal Solid Waste and Bio-medical waste. However, in the event of finding Municipal Solid Waste and or Bio-medical waste disposed off unscientifically alongside C&D Waste or mixed with C&D Waste, in the wards covered in Complete Sanitation or Partial Sanitation, the Concessionaire shall notify the same to BSWML. The Concessionaire shall not take such waste to the C&D Waste Processing Facility as it may contaminate other products derived from the Waste.

2.3.36 **Mobilization Period:** 01 month from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later.

Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy the vehicles & manpower for collection & transportation mechanism. If the delay is beyond the control of the concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of BSWML.

**Construction Period:** 18 months from the date of receipt of letter of acceptance or handing over of site, whichever is later. Construction period is for establishment of processing facility & other civil infrastructures, etc.

Complete the construction and commissioning of the C&D Waste Processing & Disposal Facility in terms of the Agreement within 19 months from obtaining the required clearances and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring / owned at least 7 days prior to the COD.

2.3.37 The concessionaire shall complete all the activities such as obtaining all clearances required for the project including clearances required for land development, mobilization / procurement of necessary equipments, vehicles, machineries & resources required for Collection, Transportation of Construction and Demolition (C&D) Waste from BSWML area and commission the contractual work within 12 months of issuance of LOA. If the delay on account of any statutory approvals, then the

same shall be reviewed and appropriate decision on account of delays beyond control of concessionaire shall be granted as hindrance to the project.

2.3.38 The commercial operation date for collection & transportation shall be started after getting certification from RTO & authority. The commercial operation date for the processing facility shall be considered after getting clearance from competent authority.

## 2.4 Service level benchmarking:

2.4.1 The Concessionaire shall achieve Collection, Transportation from Commercial Operation Date in the following manner.

| Sl. No | Period | Benchmark |
|---|---|---|
| 1 | By Six Months from Commercial operation Date | 75% |
| 2 | By Twelve Months from commercial operation date | 100% |

2.5 The operational house of collection & Transportation is in two shifts

2.5.1 Operational hours of collection and transportation

5.00AM to 9.00AM
7.00PM to 11.00PM } 7500 Kg GVW (for primary collection & transportation)

5.00AM to 9.00AM
10.00PM to 2.00AM } 28000 Kg GVW (secondary transportation)

2.5.2 Depending upon the traffic norms of the city, the flexibility can be allowed to operate with the consent of traffic police rules.

2.6 Transportation Mechanism:

i. Primary collection and transportation with 7500 Kg GVW.
ii. Secondary transportation: with 28000 kg GVW vehicles.
iii. Assessment of vehicles required for primary transportation with 7500 Kg GVW (including breakdown + maintenance required of 10%)
iv. Assessment of vehicles required for secondary transportation with 28000 Kg GVW (including breakdown + maintenance required of 10%)

## 2.7 Machinery & manpower:

2.7.1 Depending on the requirement, the concessionaire shall deploy adequate resources in each ward and

ensure that 100% C&D waste is collected as required under this project and no C&D waste is left unattended & lying on roadside or any other open space.

2.7.2 Mechanized lifting & collection of C&D waste shall be done to the extent possible so that there shall be minimum physical handling of C&D waste (ideally zero). For mechanized lifting auto tippers/hook lifts/dumper placers or suitable mechanisms can be used.

2.7.3 Minimum capacity of Hook Loaders/Tippers/Trucks shall be of 7500 kg GVW for primary collection and 28000 Kg GVW shall be for secondary transportation

(Note: The minimum required sizes are prescribed and bidders have liberty to deploy on need basis as per actual requirement within the contractual conditions.)

**2.8 Print media:**

The entire concept of proper handling and disposal of C&D waste, including information about the designated C&D waste collection points and the uses of recycled C&D waste materials, toll free helpline number for on-demand lifting of C&D waste should be conveyed through posters, brochures, pamphlets given to each house or commercial establishment and can be displayed in prominent positions as well as local newspapers in consultation with BSWML.

**2.9 Electronic media:**

Local cable television channels, radio, websites shall be used by Concessionaire to inform citizens about the toll-free helpline numbers facilitating on-demand C&D waste collection, new C&D waste collection arrangements and advertise contact numbers of officials to call for problem solving or for reporting grievances relating to unauthorized dumping and non-removal of C&D waste.

3.0 Schedule of Penalties due to non-Adherence of provisions exist in the contract:

**3.1 Penalty for non-adherence towards Collection & Transportation of C&D Waste**

| | | |
|---|---|---|
| 1. | Penalty for non-reporting of vehicle after 4 hours of breakdown of vehicle before starting of work & failure of bidder to make alternate arrangements. | Rs.500/-per hour per vehicle starting after 4 hours of breakdown. |
| 2. | Penalty for breakdown after starting the work & Failure of bidder to make alternate arrangement within 3 hours for transferring the debris from the breakdown vehicle | Rs.500/-per hour per vehicle starting after 3 hours of breakdown. |
| 3 | Penalty for failure to attend any site after receipt of the call from the source generator through the call center within 48 hours. | Rs.1000/-per spot |
| 4 | Penalty for failure to attend any site after receipt of the call from the source generator through call center within 72 Hours | Rs. 2000/- per spot per day |
| 5 | Penalty for failure to provide display board “indication of purpose of vehicle” | Rs.500/-per vehicle on daily basis till the corrective measure is certified |
| 6 | Penalty for failure to keep the vehicles well Painted. | Rs.1000/- per vehicle on daily basis till the corrective measure is certified |
| 7. | Lump sum penalty for not starting the work after completion of mobilization period (if the delay is | Rs.20,000/- per day. |

| | | |
|---|---|---|
| | recorded and certified by the authorized expert of BSWML concern and if such delay is attributable to contractor). | |
| 8. | Penalty for failure to provide uniform periodically as per the DCA (if record of issuance of item is not available) | Rs.300/- per day per staff |
| 9 | Penalty for failure to provide Hand Gloves as per the DCA clause (if record of issuance of item is not available) | Rs.200/- per day per staff |
| 10 | Penalty for failure to provide face mask | Rs.100/- per day per staff |
| 11 | Penalty for failure to provide safety shoes periodically as per the DCA (if record of issuance of item is not available) | Rs.300/- per day per staff |
| 12 | Penalty for failure to provide I-Card periodically as per the DCA (if record of issuance of item is not available) | Rs.100/- per day per staff |
| 13 | Penalty for failure to provide raincoat (only in Monsoon season) periodically as per the DCA (if record of issuance of item is not available) | Rs.200/- per day per staff |
| 14 | Penalty for failure to providing plastic/ tarpaulin cover on dumper or is torn out | Rs.1000/- per such dumper/ |
| 15 | Penalty for damaging collection spots / roads/ Municipal property by machinery (such as JCB). | Rs.500/- per spot |
| 16 | Penalty if the efficiency in redressal of customer complaint falls below 70% on monthly basis then, concessionaire shall be liable penalty for each 5% deficit. | Rs. 1000/- for each 5% deficit |

### 3.2 Penalties for non-adherence while processing the C&D waste at Processing plants

The penalties are considered on monthly basis, based on the input quantities recorded and if the processed quantities recorded is less than the indicated percentages of the input quantities then the penalties shall be imposed as per the KPI vide Article 19 of DCA

| S.No. | Description of Event | Penalty in INR |
|---|---|---|
| **1.** | Processing of less than 750 TPD quantity of C&D waste (if the quantity recorded through online mechanism is average 750 TPD and if processing of quantity is less than the input on yearly basis) | Rs. 100 per ton of unprocessed C&D waste |
| **2.** | Violation of C&D Rules and Environmental norms (based on the periodic tests conducted by authorized environmental office designated by MOEF & CC / CPCB/ KSPCB | Rs. 2000 per incidence in addition to action taken by concerned authorities. |
| **4.** | Non-Compliance of instructions given by competent authorities & BSWML regarding proper operation of the plant | Rs. 5000 per default recorded per day and such recorded defaults uploaded to payment schedule. |
| **5** | Malpractice regarding collection, transportation, processing & disposal of C&D waste causing losses (monetary, legal, social, environmental etc) to BSWML (This shall be applicable for collection & transportation also.). The designated committee if recorded such malpractices | The penalty of 50% of payment of last 2 months preceding the month in which malpractice is found + liquidated damages as applicable as per DCA<br>Note – If the malpractice is recorded for a second time, BSWML will seriously look |

| | | |
|---|---|---|
| | | after the same and will initiate legal action against the concessionaire which may include blacklisting also. |
| **6** | Penalty for any other event of default/ lapses (eg. Non-functioning of app or website for online complaint registration) Not specifically mentioned in the tender (This shall be applicable for collection & transportation also.) | Rs. 2000 per event per day if recorded online and not rectified within 12 Hours of such default. |
| **7** | If the extent of efficiency of processing of waste falls below 70% on a monthly basis then, the concessionaire shall be liable to pay a penalty for each 5% deficit. | Rs. 1000/- for each 5% deficit |
| **8** | Penalty if the inerts disposed quantity of C&D waste is above 10% on monthly basis then, concessionaire shall be liable to pay penalty for each 5% excess. | Rs. 1000/- for each 5% excess |

Note:

1. If the total penalty amount reaches 10% of operational cost of the year, BSWML may consider to terminate the contract & initiate further legal action which may include blacklisting.

2. The above rate of penalties will be increased by 5% on a year-on-year basis, every year rounding off to the nearest rupee.

4.0 Internal Performance Monitoring:

The Concessionaire shall propose Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints, and monitoring the performance of workforce etc.

**5.0 Permits & Clearances:**

5.1 Permits and clearance shall be obtained as per Applicable Law which includes but not limited to C&D Waste Management Rules 2016, The Environment Protection Act 1986, The Air (Prevention and Control) Pollution Act 1981 and Water (Prevention and Control) Pollution Act1974 as amended from time to time and If any statement requirements specified by MOEF, CC, MOHUA, NITIAAYOG, CPCB and KSPCB.

5.2 The projects relating to C&D Waste may require a number of clearances including but not limited to the following:

- Prior Environmental Clearance.
- Clearance from Airport Authority of India (if the Landfill Facility is within 20 Kms from the airport).
- Clearance from Development Authority.
- Traffic Police clearance for vehicular movement in the city.
- If any statement requirements specified by MOEF&CC, MOHUA, NITIAAYOG, CPCB and KSPCB.

5.2.1 The Concessionaire shall be solely responsible for taking various statutory and non-statutory clearances for the Project from all concerned authorities. The Authority may assist the Concessionaire in procuring the clearances required for the Project.

5.2.2 This being a green initiative, may be entitled to Carbon Credits & Green Credits. The Concessionaire may be required to apply for availing the carbon credits and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)

**6.0 Treatment Process:**

**6.1** The successful Concessionaire shall set up a C&D waste management facility at designated site along with required site development work(s) such as but not limited to construction of site office, boundary wall/appropriate fencing, drainage work, electricity [inside and outside the processing unit] etc. The successful Concessionaire shall be expected to use a combination of technologies that includes crushing, screening, and separation etc. that will maximize waste treatment and would ensure no more than 10% of input waste is sent for disposal.The Contractor shall use "Wet Process technology" for processing of C&D waste to minimize nuisance due to excessive dust generated during processing activity. The rejects shall be disposed-off by the concessionaire at his own cost in suitable land and for which no separate payment shall be made. However, the average distance of 5.0Km has been considered in the scope of the concessionaire. If the average distance is more than 5.0Kms in one direction, then the rate per KM lead shall be paid for the additional lead based on the additional distance established by a designated committee after the land fill area has been approved by the authority.The Selected Bidder shall be required to assess the quality and quantity of the C&D waste generated for arriving at the technology selection. The total system should be compliant with the applicable rules and guidelines, framed in India, for the purpose. The successful concessionaire shall bear the total cost towards setting up the facility including design built,vehicles for collection & transportation of C & D waste from the places in jurisdiction this package to the processing plant site, processing & disposal of C & D waste and operation & maintenance cost, charges towards all statutory requirements etc.

6.1.1 Bidder shall offer to provide proven plant equipment & machinery from the manufacturers such as

a. CDE Global (www.cdeglobal.com) or any equivalent
b. Terex (www.terex.in, www.terex.com), or any equivalent
c. Sandvik (www.mining.sandvik.com) , or any equivalent
d. Green Machine (www.greenmachine.com), or any equivalent
e. NFLG China (www.en.nflg.com), or any equivalent
f. Krause Manufacturing (www.krausemanufacturing.com), or any equivalent
g. All Mineral (www.allmineral.com/en), or any equivalent
h. Winner Manufacturing (www.winnermanufacturing.com) or any equivalent
i. Puzzolana or any equivalent
j. Sowbi Automation solutions or equivalent
k. Other similar manufacturer

6.1.2 Manufacturer should meet the following requirements:

a. The bidder shall have to attach Authorization Certificate along with technical support from the manufacturer or from his authorized dealer.

b The technical specifications and literature of plant equipment & machinery offered must accompany the offer.

c. Proposed plant should be based on wet processing suppressing dust and noise pollution and contain basic units, but not limited to crusher, log-washer, hydro-cyclone, filters/ separator etc.

d. Similar Manufacturer means the Manufacturer of processing unit should have successfully installed & commissioned minimum 2 such units which should be in satisfactorily operation for 1 year, in last 5 years

e. The Concessionaire will be expected to use a combination of (mechanical processes) technologies / systems that includes crushing, screening, and separation etc.

f. Successful concessionaire should try to achieve zero discharge of rejects/ effluents from the proposed plant however a maximum of 10% discharge of rejects/effluents will be permitted.

g. The entire C&D Waste processing and management system should be compliant with C&D Waste Management Rules 2016 (C&D Rules) or the applicable rules of the land and guidelines.

h. The Concessionaire shall use "Wet Process technology" that must be used for processing of C&D waste to minimize nuisance due to excessive dust generated during processing activity (Provide technical specifications of the equipment).

i. Work on the Processing plant site should be carried out in shifts. However actual working hours are to be decided as per the applicable laws and directions/ consent given by CPCB/KSPCB for operations of the plant.

j. Dust control Plan: Suitable measures shall be taken by the Concessionaire to control and manage the dust generated during processing of C&D Waste and ensure that dust generation is minimal even during the dry seasons.

### *6.2* Treatment Facility:

6.2.1 The Concessionaire shall clearly state the technology he will use for Processing of Waste and give a brief synopsis of the technology and its operation and maintenance. The technology offered shall be proven and in use within or outside the Country under similar situations and the Concessionaire shall obtain necessary clearance from the State and/or Central Pollution Control Board as required at his own cost and efforts.

6.2.2 The Concessionaire shall have the liberty to upscale the technology during the Contract Period with the prior approval of the Authority and clearance from the State Pollution Control Board for deriving larger benefits without causing any harm to the neighborhood, health and environment of the City and without putting any additional burden on the Authority.

6.2.3 The Concessionaire shall have to follow all the directions contained in the C&D Waste Rules as well as State Laws and Rules or any other applicable rules/ regulations/ guidelines as amended from time to time. In the event of any major change in the legal framework in the Country or the State, necessitating a major change in the C&D Waste Processing Facility and Landfill.

6.2.4 Facility duly created by the Concessionaire following the present law and the Rules, he shall, on being asked by the Authority, comply with the new laws and the Rules at his cost and may ask for reasonable

compensation which shall be determined by a technical committee that may be appointed by Government/ Authority.

6.2.5 The Concessionaire shall use vehicles; equipment and machinery which meet the standard emission norms prescribed the competent authority from time to time.

6.2.6 Revenue generated from processed C&D waste (components) shall be minimum as per the below derived percentage as per Circular Economy;

| S. No | Description of the item | Percentage |
|---|---|---|
| 1 | Aggregate | 24% |
| 2 | Sand | 10% |
| 3 | Murrum/Soil | 60% |

**(NOTE:** Buy Back of finished products – The Authority does not bind itself to buy back the finished products. The concessionaire himself will sell the finished products etc. However an MOU shall be entered by Concessionaire with the Bulk Waste Generators (BWG) before start of collecting from BWGs or if BWGs directly transporting to the processing plant to buy back agreement towards the finished products as per the extent of rules prevailing)

**7.0 Right to Sell Recycled Products:** The Authority will authorize the successful concessionaire to sell the C&D waste recycled material and its value-added products in open market to any Government Department or private parties or open market to any entity. The Maximum Retail Price (MRP) of various recycled products should not be more than the rates of similar items mentioned in Karnataka Schedule of Rates (SR) + prevailing cost index at any particular time or market rates. However, the successful concessionaire will be at liberty to sell their products at a lower rate than the MRPs to maximize utilization of these products. However, the concessionaire is required to meet the quality standards of its products as per the applicable rules / standards.

**8.0 The work at the site can be divided into the following broad categories:**

1. Site development
2. Constructing and operating of C&D waste processing system;
3. Operation and maintenance of infrastructure and equipment

**8.1 The Site development:**

The Scope of work to be carried out by the successful Concessionaire under site development is as mentioned below but not limited to clearing old structures, leveling the site and any other activity related to land development, construction of site office, boundary wall / appropriate fencing, drainage, electricity (inside and outside the processing unit) etc.

**8.2 Construct and Operation of C&D Waste Processing System:**

8.2.1 Responsibilities of Operator should be detailed to include the following: Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site Construction of C&D Waste Processing Plant.

8.2.2 In addition to this, infrastructure such as office building, internal roads, fencing wall/ internal boundaries to restrict the entry to specific areas of site to the authorized persons only.

8.2.3 The Concessionaire shall also be responsible for setting up of a laboratory for testing of recycled products from C&D waste.

8.2.4 Providing furniture and fixtures, lighting arrangement inside the C&D Waste processing facility as well as outside, in the premises.

8.2.5 Providing drainage system and cables, wiring with necessary electrical fixtures as necessary BSWML may facilitate all forms of support to the Concessionaire for obtaining certification/statutory clearances required for accessing water, electricity and telephone connection.

**8.3 Operation and maintenance of infrastructure and equipment:**

8.3.1 The concessionaire shall be responsible for construction, operation and maintenance of tipper trucks, mechanical lifting arrangement to transfer the waste from bin into tipper truck, required infrastructure including treatment units [crushers and separators] etc. parking facilities, weighbridge, hook loaders.

8.3.2 The C&D Waste Processing Facility by the Concessionaire must earmark separate space for storage of C&D Waste residues or aggregates obtained after processing for one month generation and while recycled products shall be stored for two/three – month generation

**8.4.1 Dust Control Plan:** Suitable measures as mentioned in various rulings of the Hon'ble Supreme Court of India and Hon'ble NGT for controlling the dust-based pollution shall be taken by the Concessionaire to control and manage the dust generated during processing of C&D Waste and ensure that dust generation is minimal even during the dry seasons. Concessionaire will ensure all dust control measures in designated collection points also.Further, the agency will ensure all dust control norms in designated collection points and plant as per C&D Waste Management Rules 2016 or the applicable rules of the land use. Concessionaire shall also follow the latest dust control norms as applicable till the concession period. Adequate number of anti-smog guns shall be provided by the concessionaire. A Digital display to monitor the pollution / dust will also be provided by Concessionaire.

## A. BID DOCUMENTS

### 1.0 Submission of queries by the Applicants/ Bidders/ Tenderers

Concessionaires requiring any clarification on the RFP may send their queries to the BSWML in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8, under the e-mail subject:

"Queries concerning for the RFP No. (mention the RFP number published in e portal and clause no. of each section and page no of the document)

The BSWML shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The BSWML will post the reply to all such queries on the Official Website of the Authority.

For the purposes of determining the cut-off time for submission of queries and Proposals, the central server time displayed on the clock on the Karnataka Public Procurement Portal will be followed by the Concessionaires, the BSWML.

The BSWML reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in Clause 1.0of this section shall be construed as obliging the State Government or the Authority to respond to any question or to provide any clarification.

### 2.0 Amendment of RFP

2.1 At any time prior to the deadline for submission of Proposal, BSWML may, for any reason, whether at their own initiative or in response to clarifications requested by a Concessionaire, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.2 The amendments will be posted on the Official Website of the Authority along with the revised RFP containing the amendments and will be binding on all Concessionaires.

2.3 In order to afford the Concessionaires a reasonable time for taking an amendment into account, or for any other reason, BSWML may, at their discretion, extend the Proposal Due Dates.

## B. PREPARATION AND SUBMISSION OF PROPOSAL

1.0 **Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

**2.0 Format and signing of Proposal**

2.1 The Concessionaire shall provide all the information sought under this RFP. The BSWML would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.2 The Proposal shall be typed and all supporting documents (submitted online or in hard-copy) shall be signed by the authorized representative (the "Authorized Representative") of the Concessionaire who shall initial each page, in blue ink. For the purposes of this RFP, the Authorized Representative shall be:

(a) a partner, in case of a partnership firm and/or a limited liability partnership; or

(b) a duly authorized person holding the Power of Attorney, in case of a limited company or a corporation; or

(c) the authorized representative of the Joint Venture/Consortium/LLP.

2.3 A copy of the Power of Attorney certified under the hands of a partner or director of the Concessionaire and notarized by a notary public in the form specified in Appendix-I (Form-4) shall be annexed to the Proposal

2.4 Concessionaires should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the State Government or the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 9.0 (Of Section C)Concessionaires will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the BSWML reserves the right to seek clarifications under and in accordance with the provisions of Clause 4.0 (Of Section D).

**3.0 Technical Proposal:** The Technical Proposal shall set out the following components:

3.1 Methodology Statement:

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of the Processing and Landfilling activities etc. The methodology statement should address aspects relating to all the activities of Processing and Landfilling activities including receipt, weighment and Processing of C&D Waste, Landfilling process (liner system, method of filling and covering of Landfill Waste).

The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

3.2 Process Flow Chart and Material Balance Statement:

The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The components, which shall be addressed, include Processing and Landfilling of C&D Waste.

3.4 Resource Utilization Statement:

A statement indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

3.5 Area Allocation Statement:

The Bidder shall set out the area utilisation plan for the Project Facilities including the Processing Facility, Landfill Facility, other facilities, common areas etc.

3.6 Operations & Maintenance Scheme:

The Bidder shall separately set out the operations and maintenance scheme for Processing of C&D Waste and Landfilling of inert indicating the operational practices during the Active Operations Period and Post Closure Period. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the Concession Period.

3.7 Project Schedule:

The Bidder shall indicate an activity schedule over the Concession Period including the Construction Activities, O&M Activities, Landfilling, and laying of the final cover.

3.8 Environment, Health & Safety Policy and Practice:

3.8.1 The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odour, fire, surface runoffs etc needs to be elaborated.

3.9 Technical Specifications and Documentation including Layout Plan Drawings, General Arrangement Drawings, Mechanical Drawings, Cross-Sections of the Landfill Site etc:

3.10 The Bidder shall provide the documents and the specifications set out, which are proposed to be adopted during the Construction period and the Concession Period.

4. The bidder has to submit the suitable technical information sought vide APPENDIX- I

4.1 The bidder shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).

4.2 While submitting the Technical Proposal, the bidder shall, in particular, ensure that:

(a) The Bid Security is provided;

(b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

(c) Power of Attorney, if applicable, is executed as per Applicable Laws;

(d) CVs of all Professional Personnel have been included

(e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down atClause 7.3 (Of Section B) of the RFP;

(f) A copy of the RFP (Volume I), Draft Concession Agreement (Volume II), and PIM with each page initialled by the person signing the bid in pursuance to the power of attorney authorizing him to sign the bid.

(h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

(i) Key Personnel would be available for the entire Concession Period;

(k) No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and

(l) The proposal is responsive in terms of Clause 2.3 (Of Section D).

(m) Failure to comply with the requirements spelt out in this Clause 3.0 (Of Section B) shall make the Proposal liable to be rejected.

(n) If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Concession Agreement, he shall be liable to be debarred for any future assignment of the BSWML for a period of 5 (five) years. The award of the Project to the Concessionaire may also be liable to cancellation in such an event.

(o) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

(p) The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Concessionaire should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 3.0 (Of Section B) shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

(q) The BSWML reserves the right to verify all statements, information and documents, submitted by the Concessionaire in response to the RFP. Any such verification or the lack of such verification by the State Government or the Authority to undertake such verification shall not relieve the Concessionaire of its obligations or liabilities hereunder nor will it affect any rights of the State Government or the Authority there under

(r) In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Concessionaire or the Concessionaire has made material misrepresentation or has given any materially incorrect or false information, the Concessionaire shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the Letter of Award or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BSWML without the State Government or the Authority being liable in any manner whatsoever to the Concessionaire or Concessionaire, as the case may be.

(s) In such an event, the BSWML shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to BSWML for, inter alia, time, cost and effort of the BSWML, without prejudice to any other right or remedy that may be available to the BSWML.

(t) Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Project are specified in this RFP. For determining the eligibility of Concessionaires for their technical-qualification hereunder, the following shall apply:

4.3 The term bidder/ applicant (the "bidder") means a single entity or a group of entities (the "Joint Venture"/ "Consortium"), as the case may be, coming together to implement the Project. However, no bidder applying individually or as a member of a Joint Venture/Consortium/LLP, as the case may be, can be a member of another Joint Venture/Consortium/LLP. The term bidder used herein would apply to both a single entity and a Joint Venture/Consortium/LLP.

4.4 A bidder/ applicant should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/Consortium/LLP shall be eligible for consideration subject to the conditions set out in this RFP. Proprietorship firms are allowed to participate in the bidding system.

4.5 Bidder/ applicant are advised that the selection of bidder shall be on the basis of an evaluation by the BSWML through the Selection Process specified in this RFP. Bidders/ applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the BSWML's decisions are without any right of appeal whatsoever.

4.6 The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The Concessionaire shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The technical proposal shall be submitted in the form at Appendix-I and the financial proposal shall be submitted in the form at Appendix-II. Upon selection, the Concessionaire shall be required to enter into the Concession Agreement with the BSWML in the form at Schedule-I.

**5.0 Key Personnel**

The Concessionaire shall offer and make available all key personnel meeting the requirements and for discharging the responsibilities specified below (the "Key Personnel").

| Key personnel | Responsibilities |
|---|---|
| [team leader] | [He will lead, co-ordinate and supervise the multidisciplinary team for implementation of the Project. He shall spend at least [30 (thirty) days per quarter] at the Site(s).] |
| [safety expert] | [He will be responsible to ensure compliance of the Project with the safety standards under applicable laws and good industry practice. He shall spend at least [10 (ten) days per month] at the Site(s).] |
| [Financial analyst] | [He will be responsible for financial analysis and modeling of the proposed Project. He shall spend at least [2 (two) per month] days at the Site(s).] |
| [environmental expert] | [He will be responsible for the Environmental Impact Assessment of the Project. He shall spend at least [7 (seven) days per month] at the Site(s).] |

**Note: If the bidder secures more than one package, then the bidder needs to deploy key personnel independently for each package during award of work.**

**6.0 Conditions of Eligibility of applicant/ bidder/ tenderer**

applicant/ bidder/ tenderer must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Concessionaires who satisfy the Conditions of Eligibility will be considered for evaluation.

7.0 To be eligible for evaluation of its Proposal, the applicant/ bidder/ tenderer shall fulfil the following:

**7.1 Technical Capacity**: As specified in Clause 1.4 (Of Section E)

**7.2 Financial Capacity:** As specified in Clause 1.5 (Of Section E)

**7.3 Availability of Key Personnel:** The Concessionaire shall offer and make available all Key Personnel meeting the requirements specified below. The said Key Personnel will continue to be available during the Concession Period as agreed under the Concession Agreement. In the event of any such Key Personnel leaving the Concessionaire selected under this RFP during the Concession Period, he/she shall be replaced by a person with equivalent qualification and experience.

Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

| Key Personnel | Educational Qualification | Length of Professional Experience | Experience on Eligible Assignments |
|---|---|---|---|
| [Team Leader] | [Post-Graduate in any discipline] | [10 years] | [He should have led the Project implementation teams for [2 (two)] Eligible Assignments.] |
| [Safety Expert] | [Post-Graduate in any discipline] with atleast diploma in Industrial safety | [7 years] | [He should have led the safety compliance teams or worked as a sole expert for [2 (two)] Eligible Assignments.] |
| [Financial Analyst] | [Post Graduate in Commerce/ Chartered Accountant or equivalent] | [7 years] | [He should have undertaken financial analysis and modelling for [2 (two)] Eligible Assignments] |
| [Environmental Expert] | [Masters/ Bachelor in Environmental Science or equivalent] | [7 years] [ | [He should have led the environmental impact assessment teams or worked as a sole expert for [2 (two)] Eligible Assignments.] |

The Concessionaire shall enclose with its Proposal, certificate(s) from its statutory auditors stating its Financial Capacity. In case the Concessionaire is a Joint Venture/Consortium/LLP, the Proposal must be accompanied with the details of each Member and Associate of the Joint Venture/Consortium/LLP whose Financial Capacity is considered for evaluation as provided in Clause 1.5 (Of Section E). In the event that the Concessionaire does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of chartered accountants that ordinarily audits the annual accounts of the Concessionaire.

8.0 The bidder/ applicant should submit a power of attorney as per the format at Form-4 of Appendix-I.

9.0 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its associate.

10. A bidder/ applicant or its associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Concessionaire or its associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Concessionaire or its associate.

11.0 While submitting a Proposal, the bidder/ applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Concessionaires may format the specified forms making due provision for incorporation of the requested information.

## 12. Conflict of Interest

12.1 Bidder/ applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the "Conflict of Interest"). Any bidder/ applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BSWML shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to BSWML for, inter alia, the time, cost and effort of the Authority and the State Government including consideration of such Concessionaire's Proposal, without prejudice to any other right or remedy that may be available to the Authority and the State Government hereunder or otherwise.

12.2 The BSWML requires that the bidder/ applicant provides professional, objective, and impartial advice and at all times hold the BSWML's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Concessionaire shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BSWML.

12.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Concessionaire shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

12.4 the bidder/ applicant, its Joint Venture/Consortium/LLP member (the "Member") or Associate (or any constituent thereof) and any other bidder/ applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Concessionaire, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire, Member or Associate, as the case may be) in the other Concessionaire, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of Clause 12.4 of this section in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

a) a constituent of such Concessionaire is also a constituent of another Concessionaire; or
b) such Concessionaire or its Associate receives or has received any direct or indirect subsidy or grant from any other Concessionaire or its Associate; or
c) such Concessionaire has the same legal representative for purposes of this Proposal as any other Concessionaire;

d) or such Concessionaire has a relationship with another Concessionaire, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Concessionaire; or

e) There is a conflict among this and other ongoing Projects of the Concessionaire (including its personnel of the proposed team) and any subsidiaries or entities controlled by such Concessionaire or having common controlling shareholders. The duties of the Concessionaire will depend on the circumstances of each case. During the implementation of this Project, the Concessionaire shall not take up any Project that by its nature will result in conflict with the present Project; or

f) the Concessionaire, its Member or Associate (or any constituent thereof) for the Project, its concessionaire(s) or sub-concessionaire(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Concessionaire, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire, Member or Associate, as the case may be,) in the Concessionaire, or its concessionaire(s) or sub-concessionaire(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its concessionaire(s) or sub concessionaire(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Concessionaire, a person who controls, is controlled by, or is under the common control with such Concessionaire (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Concessionaire, as the case may be, and any Associate thereof.

## C. SUBMISSION OF PROPOSAL

### 1.0 E-Tendering Process

(a) The Selection Process will be conducted by way of e-tendering. In order to participate in the Selection Process, the bidder/ applicant must procure a digital signature certificate (class II or III) and register on the Karnataka Public Procurement Portal using its digital signature. A digital signature certificate may be procured from a registered certifying authority as stipulated by Controller of Certifying Authorities, Government of India.

(b) In case of a Consortium, the bidder/ applicant must register with the Karnataka Public Procurement Portal in the name of the Authorized Representative as provided in Clause 2.2 (Of Section B), using the digital signature certificate issued in the name of the authorized signatory of the Authorized Representative.

(c) The bidder/ applicant are encouraged to visit the e-Procurement Portal to acquaint themselves with the process of submitting their Proposals online.

(d) The bidder/ applicant shall upload the soft copy/scanned copy of the completed Proposal on or before the specified time on the Proposal Due Date on the Karnataka Public Procurement Portal. Proposals submitted by any other means including by post, fax, telex, telegram or e-mail shall not be entertained.

(e) Proposal shall contain an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Concessionaire as per the terms of the RFP. In case the Proposal is submitted on the document downloaded from the Official Website, the Concessionaire shall be responsible for its accuracy and correctness as per the version uploaded by the BSWML and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the BSWML, the latter shall prevail. In case of any discrepancy between the RFP documents uploaded on the Karnataka Public Procurement Portal and the Official Website of the Authority, the former shall prevail.

(f) While uploading the Proposal on the Karnataka Public Procurement Portal, the Concessionaire must ensure that files containing the Proposal and scanned copies of the Bid Security are uploaded separately under the relevant heads in a PDF format. The Concessionaire shall be required to fill all mandatory forms and fields indicated in the Karnataka Public Procurement Portal at the time of uploading its Proposal.

(g) Upon submitting the Technical Proposals and the Financial Proposals on the Karnataka Public Procurement Portal, the bidder/ applicant must affix their digital signature to the Technical Proposal and the Financial Proposal.

(h) The bidder/ applicant should ensure the legibility of the documents uploaded to the Karnataka Public Procurement Portal.

(i) The bidder/ applicant shall upload the Proposal sufficiently before the specified time on the Proposal Due Date to avoid any technical issues or malfunction in the network caused by heavy traffic of bidder/ applicant on the Proposal Due Date. The BSWML will not be responsible for any failure,

malfunction or breakdown of the electronic system of the Karnataka Public Procurement Portal during the uploading process.

(j) The bidder/ applicant should check the system generated summary of its proposal submission to confirm successful uploading of its Proposal.

(k) All Proposals uploaded to the Karnataka Public Procurement Portal will be encrypted and the encrypted Proposals can only be opened by the authorized representatives of the BSWML at or after the specified time for opening of the Proposals.

(l) Each bidder/ applicant shall also submit a hard copy of the original Bid Security, Power of Attorney, Joint Bidding Agreement, Sub-contractor Undertaking (if applicable) to the Authority, before the Proposal Due Date.

(m) It is clarified that the bidder/ applicant will not be required to submit a hard copy of its Financial Proposal, and if a hard copy of the Financial Proposal is submitted, then the Proposal submitted by such Concessionaire shall be rejected as being non-responsive.

(n) The Concessionaire will contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Concessionaire/Lead Member. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Concessionaire/Lead Member.

(o) The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, Sub concessionaire Undertaking (if applicable), etc. will be submitted through KPP portal only duly signed on each page of the bid document , which will be super-scribed as:

"Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants in each of the below this package for a Concessionaire period of 15 years."

**2.0 Number of Proposals**

No Applicant or its Associate shall submit more than one Proposal for one package. An applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Joint Venture/Consortium/LLP, as the case may be for the same package.

**3.0 Cost of Proposal**

The Concessionaires shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Site(s) etc. The State Government or the Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**4.0 Site(s) visit and verification of information**

Bidder/ applicant are encouraged to submit their respective Proposals after visiting the Site(s) and ascertaining for themselves the Site(s) conditions, traffic, location, surroundings, climate, access to the

Site(s), availability of drawings and other data with the BSWML, Applicable Laws and regulations or any other matter considered relevant by them. [Visits shall be organized for the benefit of prospective Concessionaires on dates, time and venue as specified in Clause 1.9.]

**5.0 Acknowledgement by bidder/ applicant**

It shall be deemed that by submitting the Proposal, the bidder/ applicant has:

(a) made a complete and careful examination of the RFP

(b) received all relevant information requested from the BSWML;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the State Government or the Authority or relating to any of the matters referred to in Clause 4.0 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 4.0 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations there under

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

The State Government or the Authority shall not be liable for any omission, mistake or error on the part of the Concessionaire in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the State Government or the Authority.

**6.0 Right to accept or reject any or all proposals**

6.1 Notwithstanding anything contained in this RFP, the BSWML reserve the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

6.2 Without prejudice to the generality of Clause 6.1 above, the BSWML reserve the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Concessionaire does not provide, within the time specified by the BSWML, the supplemental information sought by the BSWML for evaluation of the Proposal.

(c) Misrepresentation/ improper response by the bidder/ applicant may lead to the disqualification of the Concessionaire. If the Concessionaire is a Joint Venture/Consortium/LLP, then the entire Joint Venture/Consortium/LLP may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Concessionaire gets disqualified / rejected, then the BSWML reserve the right to consider the next best Concessionaire, or take any other measure as may be deemed fit in the discretion of the BSWML, including annulment of the Selection Process.

(d) The Draft Concession Agreement (Volume II), and the PIM provided by the Authority as part of the Bid / Tender Documents shall be deemed to be part of this RFP.

i. The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession") enclosed as Volume II of this document.

ii. The bidding documents include this Request for Proposal (Volume I), the Draft Concession Agreement (Volume II), and the Project Information Memorandum. Subject to the provisions of this Clause 6.0, herein this section, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

iii. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidder/Concessionaires about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner to the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or to the Authority or Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession is to be awarded pursuant to this RFP or to the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including in this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

**7.0 The Technical Proposal shall contain:**

(a) Application in the prescribed format provided in Appendix-I and supporting Documents;

(b) Bid Security as specified in Clause 12.0 (of section C);

(c) Incorporation certificate of the company / proof of company registration document / memorandum of association;

(d) Copy of Agreement and letter of award/work order of the client for which technical capacity is claimed;

(e) Certificate(s) (completion or currently operating, as the case may be) from its concerned client(s) in support of "the Technical Capacity" clearly stating the capacity of project (or quantity processed till date in case of currently running project) including performance of the Concessionaire for the work completed during the contract period of the project in respect of the projects whose experience is claimed:

(f) Performance certificate should be issued from the concerned client(s) (certificate issued by the commissioner or equivalent officer) shall only be considered; and

(g) In case a particular work/contract has been jointly executed by the Concessionaire (as part of a Joint Venture/Consortium/LLP), it should further support its claim for the share in work done for that particular work/contract

(h) The sealed envelope containing the Bid Security, Power of Attorney, Joint Bidding Agreement, etc,. will clearly indicate the name, address and contact details of the concessionaire. If the envelope is not sealed, marked and submitted as instructed in clause 1.0 (of section C), The state Government or the

authority assumes no responsibility for the misplacement or premature opening of the contents of the envelope and consequently losses, if any, suffered by the concessionaire

(i) The Hard copy of the Bid security, Power of Attorney, Joint Bidding Agreement, etc., will either be hand delivered or sent by registered post acknowledgement due or courier to the address provided in clause 1.11.

(j) The BSWML will not be responsible for any delays, loss or non-receipt of proposals.

**8.0 The Financial Proposal To meet the eligibility criteria**

To meet the financial eligibility criteria shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II). It shall be supplemented with:

(a) Certificate(s) specifying the net worth of the Concessionaire at the close of the preceding financial year from the PDD and specifying the methodology adopted for calculating such net worth.

(b) Copy of the latest GST Return filed/ Copy of PAN Card. Not applicable for foreign Concessionaire.

(c) GSTIN number; not applicable for foreign Concessionaire.

For the purposes of this RFP, 'Net Worth' shall mean:

(i) In case of a company: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

(ii) In case of any other entity/body corporate: the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

| Consortium/Joint Venture | | |
|---|---|---|
| 1 | If, Two Members | Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period.<br>Other Member: If his experience is used for Proposal purposes, then he/she should hold a minimum 26% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD). |
| 2 | If, Three Members | Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period.<br>Other Member: If his experience is used for Proposal purposes, then he/she should hold a minimum 15% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD). |

Additional information for submission of Proposal by Joint Venture/Consortium/LLP:

(a) There is ceiling of 3 members on the number of members of Joint Venture/ Consortium the following conditions shall apply during the concessionaire period;

(b) Proposal should contain the information required for each Member of the Joint Venture/Consortium/LLP

(i) "Members of the Joint Venture/ Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have [majority or 51%] equity stake/voting rights in the Joint Venture/ Consortium. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Form-IV of Appendix-I, signed by all the other members of the Joint Venture/Consortium/LLP. The Members of the Joint Venture/Consortium/LLP shall cumulatively/ collectively fulfil all the Conditions of Eligibility;

(ii) In the event, the Joint Venture/Consortium/LLP has been declared as the Selected Bidder and issued a Letter of Award, all Members of the Joint Venture/Consortium/LLP shall sign the Concession Agreement with the BSWML. In this regard, it is clarified that all the Members of the Joint Venture/ Consortium shall be jointly and severally liable towards the BSWML to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Joint Venture/Consortium/LLP, the BSWML shall be entitled to call upon the Lead Member or other Member(s) of the Joint Venture/Consortium/LLP to discharge the obligations of the Joint Venture/Consortium/LLP;

(iii) The Proposal should include a brief description of the roles and responsibilities of each Member of the Joint Venture/Consortium/LLP, particularly with reference to financial and technical obligations under the Concession Agreement; and

(iv) Members of the Joint Venture/Consortium/LLP shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement") for the purpose of submitting the Proposal. The Joint Bidding Agreement shall (as provided in Form - 9 of Appendix-I), inter alia:

a. In case the Joint Venture/Consortium/LLP is declared as the Selected Bidder, ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint Venture/Consortium/LLP shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement;

b. Clearly outline the proposed roles and responsibilities of each Member at each stage;

c. Committee the minimum equity shares to be held by each Member in the special purpose vehicle; and include a statement to the effect that all Members of the Joint Venture/Consortium/LLP shall during the Concession Period, subject to the provisions of the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.

(c) Except as provided under the bidding documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the BSWML.

(d) Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Joint Venture/Consortium/LLP should be specific to the Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive

(e) No change in the composition of the Joint Venture/Consortium/LLP will be allowed subsequent to the submission of the Proposal during the Selection Process.

(f) By submitting the Proposal, the Concessionaire shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose

Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Concessionaire shall inform the BSWML forthwith along with all relevant particulars about the same and the BSWML may, at their discretion, disqualify the Concessionaire or withdraw the Letter of Award from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the BSWML shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the State Government or the Authority for, inter alia, time, cost and effort of the BSWML, without prejudice to any other right or remedy that may be available to the State Government or the Authority hereunder or otherwise.

**9.0 Proposal Due Date**

Proposal should be uploaded on the Karnataka Public Procurement Portal on or before 03.00 PM on the Proposal Due Date specified in NIT through "online bidder enrolment" on the said portal, and submission against the RFP titled "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants in each of the below this package for a Concessionaire period of 15 years."

**A. Package-3**

| Description of the Service | Unit | Quantity |
|---|---|---|
| **Package-3:** "Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to the Proposed Processing Plants and processing by establishing the Processing Plants as per the as per Scope of work of PIM document, RFP document and the T&C in Concession Agreement, C&D Waste Management Rules 2016; SBM-2.0, CPHEEO Manual and any other amendments to such rules and guidelines during the concession period of 15 years of O&M which is after the COD. | **Tons per day (TPD)** | **750** |

For the purposes of determining the cut-off time for submission of Proposals, the central server time displayed on the clock on the Karnataka Public Procurement Portal will be followed by the Concessionaires, the BSWML.

The BSWML may, at their discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.0 (of Section A)uniformly for all Concessionaires.

**10.0 Late Proposals**

Proposals received by the BSWML after the specified time on Proposal Due Date shall not be eligible

for consideration and shall be summarily rejected.

**11.0 Modification/ substitution/ withdrawal of Proposals**

(a) There shall be no alterations, omissions, additions, or any other amendments made to the Proposal Once submitted, except to the extent provided in Clause

(b) Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the State Government or the Authority, shall be disregarded.

**12.0 Bid Security**

12.1 The Applicant/ Bidder shall furnish as part of its Proposal, a bid security of approximate value amounting to 0.5% of the Estimated cost i.e. Rs, 1.00 Lakhs through e-payment through one of the following methods on Online/RTGS/ NEFT/ OTC and the balance amount by the way of bank guarantee /FDR issued by Nationalized / Scheduled bank in India drawn in favor of BSWML payable at Bengaluru, Karnataka, India shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days. In the event that the first ranked Concessionaire commences the assignment as required in Clause 5.6 (of Section D), the second ranked Concessionaire, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Concessionaire signing the Concession Agreement in accordance with the provisions thereof.

12.2 The BG may be extended as may be mutually agreed between the Authority and the Bidder/Concessionaire from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

12.3 Any Proposal not accompanied by the Bid Security shall be rejected by the BSWML as non-responsive.

12.4 The BSWML or the Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

12.5 The Applicant/ Bidder by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the BSWML's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the BSWML as the mutually agreed pre-estimated compensation and damage payable to BSWML for, *inter alia*, the time, cost and effort of the BSWML in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant/ Bidder submits a non-responsive Proposal;

(b) If an Applicant/ Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;

(c) If an Applicant/ Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Concessionaire from time to time;

(d) In the case of the Selected Bidder, if the Applicant/ Bidder fails to reconfirm its commitments during negotiations as required vide Clause 5.1.1 (of Section D);

(e) In the case of a Selected Bidder, if the Applicant/ Bidder fails to sign the Concession Agreement or commence the assignment as specified in Clause 5.5 (of Section D)and Clause 5.6 (of Section D)respectively; or

(f) If the Applicant/ Bidder is found to have a Conflict of Interest as specified in Clause **12.0 (of Section B)**.

(g) The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(i) If a Bidder/applicant withdraws its bid during the period of Bid validity as specified in this RFP and as extended by the Bidder/Concessionaire from time to time;

(ii) In case the Selected Bidder/applicant, having signed the Concession Agreement, commits any breach prior to furnishing the Performance Security.

(iii) In the case of the Selected Bidder/applicant, if it fails within the specified time limit.

(iv)To sign and return the duplicate copy of LoA as token of acknowledgement,

(v) To sign the Concession Agreement and/or

(vi)To furnish the Performance Security within the period prescribed thereof in the LoA /Concession Agreement.

**13.0 Performance Security, ESHS Performance Security and O&M Security**

13.1 The Concessionaire, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the State Government's or the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security, ESHS Performance Security or O&M Security shall be forfeited and appropriated by the State Government or the Authority as the mutually agreed pre-estimated compensation and damages payable to the State Government or the Authority for, *inter alia*, the time, cost and effort of the BSWML in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

1. If an Applicant/ Bidder engages in any of the Prohibited Practices specified in Clause 1.0 (of Section F) of this RFP;
2. if the Applicant/ Bidder is found to have a Conflict of Interest as specified in Clause **12.0 (of Section B)**; and
3. if the Selected Bidder commits a breach of the Concession Agreement.

**13.2** An amount as specified in the Article 9 of the Concession Agreement shall be deemed to be the Performance Security, ESHS Performance Security and O&M Security for the purposes of this Clause 13.0 (of Section B) which may be forfeited and appropriated in accordance with the provisions of the Concession Agreement.

**13.3** Accumulated deductions will be effective from the end of each year. If deficiency to adjust such deduction, the same shall be recovered from the Performance Security, ESHS Performance Security and O&M Security.

## D. EVALUATION PROCESS

1.0 The selection of the bidder would be based on a single-stage two envelope selection process (hereinafter referred to as the "selection process") for evaluating the proposals comprising the Technical Proposal and Financial Proposal to be submitted in two separate sealed folders / envelopes through e – tendering. A Tender Evaluation Committee (TEC) duly appointed by the authority shall evaluate the tender and select the concessionaire.

a) In the First Stage, the Tender Evaluation Committee shall evaluate the Technical Proposal (s) of the bidder based as per the Evaluation Criteria set out in Section 6 of this RFP and prepare a list of

short-listed bidders.

b) Only those bidders who are short-listed in the First Stage shall be considered for opening of their financial bids.

c) The date and time of opening of the financial bids shall be communicated to the shortlisted bidders.

d) The Financial Evaluation of Bid is as per KPPP rules.

1.1 The financial bids of all technically qualified bidders shall be opened and the ranking shall be done and evaluation shall be done as per Clause No. 4.0 (of Section E)

1.2 Evaluation of Financial Parts

1.3 Correction of Arithmetical Errors

i) The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction. However, there would be a manual recalculation and in the case of discrepancy between system generated and manual prices, the manually calculated prices shall prevail.

ii) Any bid which is found to have tampered or modified the electronic logic of the e- procurement system for calculating the total amount from unit rates and quantities, and/ or in populating the amount in words from the amount in figures, is liable to be rejected and the case shall be dealt against the bidder under the Integrity Pact and conditions of the Bidding Documents including those regarding fraud etc.

1.4 Preference: Unless otherwise specified in the RFP, any preference shall not apply.

1.5 Abnormally Low Bids

i. An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid Price.

ii. In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in RFP, may seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

iii. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Employer shall reject the Bid.

1.6 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, if applicable as per RFP and submitted, shall be promptly returned to the Bidders

a. Bidders shall quote & submit the bids online. Eligibility criteria shall be evaluated accordingly.

b. The bidder is required to submit a single quote for Collection and Transportation (C&T) and Processing and Disposal (P&D) in e-portal.

c. In case of operation of either C&T or P&D process alone, in such cases the following illustration shall be applicable:

If the total tipping fee is Rs. x/TPD, then for Collection and Transportation (C&T) process rate shall be taken as y% of total tipping fee & for Processing and Disposal (P&D) process rate shall be taken as (x-y)% of total tipping fee

d. The quoted rates shall be excluding GST. Applicable GST shall be to the concessionaire as per reimbursement claimed based on applicable GST norms.

e. The award of the project depends upon the agency satisfying all criteria mentioned in the relevant documents and the decision of the authority is final.

f. The technical evaluation of bidders for this package shall be done & a list of technically qualified bidders for this package shall be prepared.

g. The financial bids of technically qualified bidders this package shall be opened in chronological order starting from Package 1, Package 2, Package 3 and Package 4. It is to notify that one bidder shall be awarded more than one package provided they have combined bid capacity.

h. The authority is not bound to accept the lowest bid or any bid. The entire bidding process may be cancelled without assigning any reasons thereof. The decision of the authority is final in this regard.

**2.0 Evaluation of Proposals**

2.1. The BSWML shall open the Proposals at time and date on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Concessionaires who choose to attend. The Technical Proposals shall be opened first.

2.2 Prior to evaluation of Proposals, the BSWML will determine whether each Proposal is responsive to the requirements of the RFP. The BSWML may, at their discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received in the form specified at Appendix-I;

(b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 9.0 (of Section C);

(c) it is accompanied by the Bid Security as specified in Clause 12.0 (of Section C);

(d) it is signed by the Authorized Representative of the Concessionaire as stipulated in Clauses 2.0 (of Section B);

(e) it is accompanied by the Power of Attorney as specified in Clause 8.0 (of Section B);

(f) it contains all the information (complete in all respects) as requested in the RFP;

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

2.3. The BSWML reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the State Government or the Authority in respect of such Proposals.

2.4. The BSWML shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section E of this RFP.

2.5. After the technical evaluation, the BSWML shall prepare a list of pre-qualified and shortlisted Concessionaires in terms of Clause 3.0 (of Section E)for opening of their Financial Proposals. A date, time and venue will be notified to all Concessionaires for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Concessionaires along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Concessionaires who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 4.0 (of Section E) and5.0 (of Section E).

2.6. Any information contained in the Proposal shall not in any way be construed as binding on the State Government or the Authority, their agents, successors or assigns, but shall be binding against the Concessionaire if the Project is subsequently awarded to it.

**3.0 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Concessionaires shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the BSWML in relation to matters arising out of, or concerning the Selection Process. The BSWML shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The BSWML may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the State Government or the Authority or as may be required by law or in connection with any legal process.

**4.0 Clarifications sought by the State Government or the Authority**

4.1 To facilitate evaluation of Proposals, the BSWML may, at their discretion, seek clarifications from any Concessionaire regarding its Proposal. Such clarification(s) shall be provided within the time specified by the BSWML for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**4.2** If a Concessionaire does not provide clarifications sought under Clause 4.1 (of Section D)above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the BSWML may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Concessionaire shall be barred from subsequently questioning

such interpretation of the BSWML.

## 5.0 APPOINTMENT OF CONCESSIONAIRE

### 5.1 Negotiations

5.1.1. The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Applicant/ Bidder under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, proposed methodology, technology and work plan shall be discussed during negotiations. A Key Personnel who did not score [60% (sixty per cent)] marks as required under Clause 1.2 (of Section E)shall be replaced by the Concessionaire with a better candidate to the satisfaction of the BSWML. In case the Selected Bidder fails to reconfirm its commitment, the BSWML reserves the right to designate the next ranked Concessionaire as the Selected Bidder and invite it for negotiations.

5.1.2. The BSWML will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Concessionaire to the satisfaction of the BSWML.

### 5.2 Substitution of Key Personnel

5.2.1. The BSWML will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Applicant/ Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the BSWML.
5.2.2. The substitute of key personnel with similar experience or more relevant experience shall be accepted during the course of the execution of contract due to exceptional reasons which would be beyond the control of the concessionaire and such Substitute shall always overlap until or unless due to sudden health reasons. Penalties indicated in the original clause shall be dealt during the contract if the replacement is not acceptable to the authority. The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.

5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.

### 5.3 Indemnity

The indemnity of the contract shall be dealt as per section 124 of the Indian contract act, 1872.

### 5.4 Award of Project

5.4.1. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the BSWML to the Selected Bidder:

(a) declaring it as the Selected Bidder;
(b) accepting its Technical and Financial Proposal;
(c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 (seven) days of receipt of the LOA;
(d) requesting it to submit the Performance Securities and O&M Security in accordance with Clause 13 (of Section B); and

(e) Requesting it to incorporate the Special Purpose Vehicle, which will act as the Concessionaire. .(This clause shall be applicable to those who are intended to enter into SPV and in such case the SPV agreement will be applicable.)

5.4.2. If the Selected Bidder fails to return a duly signed copy of the LOA to the BSWML within 7 (seven) days of receipt of the LOA, then the BSWML may, unless they consent to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA, and forfeit the Bid Security. If the BSWML elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 5.5.6 (of Section D) shall follow.

5.4.3. After notification of award in accordance with Clause 5.4.1 (of Section D), the BSWML may also notify all other Concessionaires of the results of the Selection Process, and shall publish on the Official Website of the Authority and the Karnataka Public Procurement Portal, results of the Selection Process and the following information:

(i) name of each Concessionaire who submitted a Proposal;
(ii) results of evaluation of Technical Proposals;
(iii) names of Concessionaires whose Technical Proposals were rejected and the reasons for their rejection;

(iv) Bid Prices as read out at opening of Financial Proposals;
(v) name and evaluated Bid Prices of each Financial Proposal that was evaluated;
(vi) names of Concessionaires whose Financial Proposals were rejected and the reasons for their rejection; and

(vii) name of the Selected Bidder, the Bid Price it offered, and summary scope of the contract awarded.

The Authority shall promptly respond in writing to any unsuccessful Concessionaire who, after notification of award in accordance with Clause 5.4 (of Section D), requests in writing the grounds on which its Proposal was not selected.

**5.5 Execution of the Concession Agreement**

5.5.1. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Special Purpose Vehicle incorporated by the Selected Bidder shall execute the Concession Agreement within the period prescribed in Clause 1.8.

5.5.2. If the Special Purpose Vehicle fails to execute the Concession Agreement on or before the date specified in Clause 1.8, the BSWML may, unless they consent to an extension, without prejudice to any of their rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If BSWML elects to disqualify such Selected Bidder and revoke the LOA, then the

procedure set out in Clause 5.5.6 (of Section D) shall follow.

5.5.3. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement except the amendments to reflect facts or to correct minor errors.

5.5.4. If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Concession Agreement, the BSWML may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the BSWML elects to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 5.5.6 (of Section D) shall follow.

5.5.5. If the BSWML elects to disqualify such Selected Bidder and revoke the LOA, the BSWML will not be liable in any manner whatsoever to the Selected Bidder. Additionally, the BSWML will have the right to forfeit and appropriate the Bid Security or, as the case may be, appropriate an equivalent amount from the Performance Security if the Concession Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the BSWML for, amongst others, the State Government's and the Authority's time, cost and efforts in conducting the Selection Process. Such forfeiture will be without prejudice to any other right or remedy that the BSWML may have under the RFP, the Concession Agreement or Applicable Laws.

5.5.6. If the BSWML elect to disqualify such Selected Bidder and revoke the LOA the BSWML reserve the right to:

(a) select the next highest-ranking Concessionaire as the Selected Bidder for the Project; or

(b) take any such measure as may be deemed fit in the discretion of BSWML, including inviting fresh Financial Proposals from the technically qualified Concessionaires or annulling the entire Selection Process.

### 5.6 Commencement of Project

The Concessionaire shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed. If the Concessionaire fails to either sign the Concession Agreement as specified in Clause 5.5 above or commence the Project as specified herein, the BSWML may invite the second ranked Concessionaire for negotiations. In such an event, the Bid Security of the first ranked Concessionaire shall be forfeited and appropriated in accordance with the provisions of Clause 12.4 (of Section C)

### 5.7 Proprietary data

Subject to the provisions of Clause 3.0 (of Section D), all documents and other information provided by the BSWML or submitted by an applicant/ bidder/ tenderer to the BSWML shall remain or become the property of the BSWML. applicants and the applicant/ bidder/ tenderer, as the case may be, are to treat all information as strictly confidential. The State Government or the Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Concessionaire to the BSWML in relation to the Project shall be the

property of the BSWML.

## E. CRITERIA FOR EVALUATION

### 1.0 Evaluation of Technical Proposal:

1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Concessionaire's experience, its understanding of scope of work and scope of services as set out in the Concession Agreement, proposed methodology, technology and work plan, and the experience of Key Personnel. Only those Concessionaires whose Technical Proposals get a score of [75 (seventy five) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

1.2 Each Key Personnel must score a minimum of [60% (sixty per cent)] marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than [60% (sixty per cent)] marks or any two of the remaining Key Personnel score less than [60% (sixty per cent)] marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than [60% (sixty per cent)] marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the State Government and the Authority, would score [60% (sixty per cent)] or above.

1.3 The scoring criteria to be used for evaluation shall be as follows:

| | **Parameter** | **Maximum Marks** | **Criteria** |
|---|---|---|---|
| **1.** | **[Relevant Experience of the** Applicant/ Bidder**]** | **[70]** | [30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Concessionaire. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work; and (iii) overall experience of the Concessionaire.] |
| **2.** | **[Proposed Methodology, Technology and Work Plan]** | **[20]** | [Evaluation will be based on the quality of submissions.] |
| **3.** | **[Relevant Experience of the Key Personnel]** | **[10]** | [30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work.] |
| 3(a) | [Team Leader] | | |
| 3(b) | [Safety Expert] | | |
| 3(c) | [Financial Analyst] | | |
| 3(d) | [Environmental Expert] | | |
| GRAND TOTAL | | 100 | |

While awarding marks for the number of Eligible Projects, the Concessionaire or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Concessionaires or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to Concessionaire/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Concessionaire/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Concessionaire/Key Personnel shall be considered.

1.4 Eligible Assignments

1.4.1 For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the "**Eligible Assignments**"). The eligible assignments in two categories as below:

**1.4.2 Category-1:**

a. Transportation of Construction & Demolition (C&D) waste and/or Municipal Solid Waste(MSWfor government projects for at least one year during the last 5 years. The certificate for the quantification must be issued by not lower than the rank of Executive Engineer rank or equivalent.
b. Experience in collection & transportation of C&D waste And/or MSW for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.
c. Experience in establishment of RFID/GPS systems for Primary & Secondary transportation.

**1.4.3 Category-2:**If the Bidder has experience in establishment and operation of C&D waste processing facility having minimum capacity of Processing of C&D waste of 50% of the package capacity in TPD or total C&D waste processed equivalent to 50% of the total year quantity of the package and have operated plant successfully for at least 1 year in past 5 years in India for any government department. The certificate for the work done must be issued by not lower than the rank of Executive Engineer rank or equivalent.

OR

The bidder should submit pre-tender MOU with manufacturers having following eligibility:

Manufacturer should have during the last 5 years from the date of bid submission commissioned at alteast 1 nos. plants for Construction & Demolition Waste processing in India of minimum 500 TPD capacity on wet processing technology with sand soil separation technology (Hydro cyclone process) and water recovery processing. The said plant should be operational and the

same should be certified by any government department of India.

| PACKAGE WISE DISTRIBUTION | Estimated Quantum of waste for Collection & Transportation (Tons Per Day) | Estimated Quantum of waste for Processing & Disposal (Tons Per Day) |
|---|---|---|
| PACKAGE – 3 (750 TPD) | 750 | 750 |

**1.5 Financial Standing:**

To demonstrate its financial capacity to undertake the Project (**Financial Capacity**), the Concessionaire must meet each of the financial qualification criteria specified in Clause 1.5.

(a) Net worth: In any 2 (two) financial years out of 5 (five) Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Concessionaire's Net Worth (as per the audited annual financial statements) shall be at least INR [25% of the Bid Project Cost of the corresponding package].

(i) If the applicant/ bidder is a Member of a Joint Ventures/Consortium or Consortium of LLP partners Consortium, then the Net Worth, as required in Clause 1.5 (a)(i) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement. Provided further that if the Concessionaire is subsequently declared the Selected Bidder for the Project, then any Member of the Consortium whose Net Worth was assessed for the purposes of demonstrating that the Consortium has the Financial Capacity to undertake the Project, shall hold:

| Consortium/Joint Venture | | |
|---|---|---|
| 1 | f, Two Members | Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period.<br>Other Member: If his experience is used for Proposal purposes, then he/she should hold a minimum 26% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD). |
| 2 | f, Three Members | Lead Member: ≥ 51% of equity capital in the Consortium in the Project at all times during the Concession Period.<br>Other Member: If his experience is used for Proposal purposes, then he/she should hold a minimum 15% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD). |

(ii) An applicant/ bidder or a Member of a Joint Ventures/Consortium or Consortium of LLP partners may rely on the Net Worth of its Associate(s) for demonstrating its Financial Capacity. In such a case, the Concessionaire or a Member of a Joint Ventures/Consortium or Consortium of LLP partners shall submit an undertaking from the Associate(s) stating that the necessary proportionate equity for the project will be provided for successful implementation of the project.

In addition to this, during Financial Closure, necessary board resolution from the Associate(s) has to be submitted to the extent of equity contribution. The maximum partners are limited to 3 partners. The lead partners must possess a minimum 51% of the Net worth and all partners together must meet the 100% net worth to qualify for the further evaluation of the bids.

b) **Turnover:**

In any 2 (two) financial years out of 5 (five) Financial Years [2019-20 to 2023-24], the Bidder's Financial Turn over (as per the audited annual financial statements) shall be at least 50% of the estimated capital cost put to the tender.

## 2.0 Scoring

## 2.1 Technical assessment of the bids based on marking system

The scoring criteria to be used for evaluation of the bids as follows: The eligibility criteria need to be met by combined criteria if the partners in case of JV/ Consortium of a Joint Ventures/Consortium or Consortium of LLP partners. The maximum partners are limited to 3 partners. The lead partners must possess a minimum 51% of the Net worth and all partners together must meet the 100% net worth to qualify for the further evaluation of the bids.

| SL NO. | TECHNICAL EVALUATION PARAMETERS | MAX MARKS | Support documents required |
|---|---|---|---|
| **A** | **Section-A: RELEVANT EXPERIENCE OF BIDDER** | **Maximum: 70 Marks** | |
| 1 | Transportation of Construction & Demolition (C&D) waste and/or Municipal Solid Waste (MSW) for government projects in India for at least one year /one project during the last 5 years.<br>a. Experience in handling 80% or higher quantities of the respective package.<br>1 work = 10 marks<br>b. Experience in handling 50% or higher quantities of the respective package.<br>2 works = 10 marks<br>1 work = 06 marks<br>c. Experience in handling 40% or higher quantities of the respective package.<br>3 works = 10 marks<br>2 works = 08 marks<br>1 work = 06 marks | Maximum 10 Marks | Letter of Acceptance, Work order, Agreements and Work done certificates* |
| 2 | Specific experience in collection & transportation of C&D waste and/or Municipal Solid Waste (MSW) for any government department in India using<br>Auto tippers for primary collection and hook loaders for secondary transportation.<br>a. Experience of more than 5 years =15 Marks<br>b. Experience of more than 3 Years =10 Marks<br>c. Experience of less than 3 Years =08 Marks<br>d. If no experience = 0 Marks | Maximum 15 Marks | Work done certificate *, GSTIN, MSME Certificate, Certificate of Incorporation |

| | | | |
|---|---|---|---|
| 3 | Specific Experience in establishment of RFID/GPS system for Primary & Secondary transportation C&D waste and/or Municipal Solid Waste (MSW) for any government department in India.<br>a. If the system established with minimum 50% of the total requirement of vehicles for primary & secondary transportation for the respective package = **5 Marks**<br>b. If the system established minimum 40% of the total requirement of vehicles for primary & secondary transportation for the respective package = **3 Marks**<br>c. If the system established minimum30% of the total requirement of vehicles for primary & secondary transportation for the respective package = **2 Marks**<br>d. If the system established less than 30% of the total requirement of vehicles for primary & secondary transportation for the respective package= **0 Marks** | Maximum 5 Marks | RFID/GPS system shall be certified in work done certificates* and total number of vehicles shall be self-certified by bidder |
| 4 | A. If the Bidder has experience in establishment and operation of C&D waste processing facility having minimum capacity of 50% of this package capacity in TPD (or) total C&D waste processed equivalent to 50% of the total year quantity of this package and have operated plant successfully for at least 1 year in past 5 years in India for any government department.: **30 marks**<br>OR<br>B. The bidder can submit the experience of an associated technology provider/OEM to meet the eligibility criteria. However, the technology provider/OEM must have provided and commissioned similar processing technology which is currently in operation with at least 50% capacity of the quantity specified in the corresponding package.<br>i. If the bidder submits such technology provider/OEM who has executed 3 or more C&D plants: **30 Marks**<br>ii. If the bidder submits such technology provider/OEM who has executed 2 C&D plants: **20 Marks**<br>iii. If the bidder submits such technology provider/OEM who has executed less than 2 C&D plants: **0 Marks** | Maximum 30 Marks | Letter of Acceptance / MoU between bidder and ATP/OEM, plant commission certificates |
| 5 | Net Worth of the bidder:<br>Any two financial years out of last 5 financial years, the concessionaire's net worth shall be at least 25% of estimated package capital cost<br>a. More than 110% of the Required Net worth: 10 marks<br>b. Between 101% to110% of the Required Net worth: 8 marks<br>c. 100% of the Required Net worth: 6 marks | Maximum 10 Marks | Net worth Certificate issued from CA supported by documentary proof / audited or CA certified statement of accounts. (Furnish copies of audited balance sheets and profit & loss account statements) |
| **B** | **Section-B: PROPOSED METHODOLOGY, TECHNOLOGY & WORK PLAN** | **Maximum 20 Marks** | |
| | a. Approach & Methodology for undertaking the assignment which must indicate the transportation mechanism by proposing the type of | | |

| | | | |
|---|---|---|---|
| | vehicles for primary and secondary transportation and GPS/RFID system: 5 Marks | | |
| | b. Technologies proposed to be implemented, Process Flow Chart and Material Balance Statement: 5 Marks | | |
| | c. Details of infrastructure proposed, Resource Utilization Statement: 3 Marks | | |
| | d. Overall Layout Plan, Implementation Schedule and Operation & Maintenance Scheme: 2 Marks | | |
| | e. Proposed Environment, Health & Safety Policy & Strategy: 3 Marks | | |
| | f. Quality of presentation : 2 Marks | | |
| **C** | **Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL (The conditions of the eligibility for the key personnel towards (1) Professional Qualification, (2) Length of Professional Experience and (3) Experience on Eligible Assignments** | **Maximum 10 Marks** | |
| | 30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for:<br>(i) the comparative size and quality of Eligible Assignments.<br>and<br>(ii) other relevant assignments or similar work | | |
| C-1 | TEAM LEADER – 3 marks | | |
| C-2 | SAFETY EXPERT – 2 marks | | |
| C-3 | FINANCIAL ANALYST – 3 marks | | |
| C-4 | ENVIRONMENTAL EXPERT – 2 marks | | |
| **TOTAL** | | **100** | |

*The work done certificates must be issued by not lower than the rank of Executive Engineer or equivalent.

**Note:** The technology provider/OEM must submit the proof of execution of their technology with following documents:

i. The bidder needs to submit the Detail designs & drawings for the proposed project concept to review the technical capability of the bidder on their own or through their technology provider/OEM.
ii. The technology provider / OEM shall fill all referenced projects information as required to meet the eligibility and the Bidder shall submit a Memorandum of Understanding between the technology provider/OEM. The Format of MOU is enclosed at **Annexure-B**,

The Bidder in case of associating with technology provider / OEM then the bidder needs to submit the agreement / LOA / Work done issued by the main agencies of the technology provider / OEM and may submit along with the bid submitted documents.

(i)Conditions of Eligible for Key personnel: Each of the Key personnel must fulfill the conditions of the eligibility specified below:

| S. N | Description of the Position of key personnel | Educational Qualification | Length of Professional Experience | Experience on eligible Assignments |
|---|---|---|---|---|
| 1 | Team Leader | Postgraduate in any discipline | 10 years | He should have led the project implementation teams for 2 (Two) similar eligible assignments |
| 2 | Safety expert | Postgraduate in any discipline along with at | 7 years | He should have led the safety compliance teams or worked as |

| | | | | |
|---|---|---|---|---|
| | | least diploma in industrial safety | | a sole expert for 2 (two) eligible Assignments |
| 3 | Financial Analyst | Postgraduate in commerce / Chartered Accountant or Equivalent | 7 years | He should have undertaken financial analysis and modelling for 2 (two) eligible assignments |
| 4 | Environmental expert | Master / bachelor's in environmental science or Equivalent | 5 years | He should have led the environmental impact assessment teams or worked as a sole expert for 2 (two) eligible assignments |

(ii) The Technical score of the bidder will be considered as per the grading system below:

| **Grade** | **Range** | **Marks** |
|---|---|---|
| Outstanding | 91-100 | 100 |
| Excellent | 81-90 | 90 |
| Very Good | 71-80 | 80 |
| Good | 61-70 | 70 |
| Very Fair | 51-60 | 60 |
| Fair | 41-50 | 50 |
| Average | 31-40 | 40 |
| Below Average | 21-30 | 30 |
| Poor | 11-20 | 20 |
| Very Poor | 1-10 | 10 |
| Zero | 0 | 0 |

(iii) Break up of Marking proposed for Key personnel is as follows:

| **S. N** | **Description of the position** | **Marks Proposed** | | | | | |
|---|---|---|---|---|---|---|---|
| | | **Academic Qualification** | | **Experience** | | **Similar Assignments** | |
| | | **Degree** | **Marks** | **No. of Years** | **Marks** | **No. of Works** | **Marks** |
| 1 | Team Leader (3 Marks) | Postgraduate in any discipline | 2 | If more than 10 years | 1 | 2 works | 1 |
| 2 | Safety Expert (2 Marks) | Postgraduate in any discipline along with at least diploma in industrial safety | 1 | If more than 7 years | 0.5 | 2 works | 0.5 |
| 3 | Financial Analyst (3 Marks) | Postgraduate in commerce / Chartered Accountant or Equivalent | 1 | If more than 7 years | 1 | 2 works | 1 |
| 4 | Environmental Expert (2 Marks) | Master / bachelor's in environmental science or Equivalent | 1 | If more than 5 years | 0.5 | 2 works | 0.5 |

**2.2** In the first stage, the Technical Proposal will be evaluated on the basis of Concessionaire's experience, its understanding of scope of work and scope of services as set out in the Concession Agreement, proposed methodology, technology and work plan, and the experience of Key Personnel. Only those Concessionaires whose Technical Proposals get a score of [75 marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ($S_T$).

In each section, the concessionaire shall score atleast 60% of the sectional weightage to get technically qualified for the evaluation process.

**2.3** The scoring criteria to be used for the further evaluation as follows:

The bidders who meets minimum criteria as above vide 1.0 to 4.0 of this section shall be further evaluated under stage 2 based on the marking system

**2.4 Quality and Cost Based Selection (QCBS) of Bid:**

After verifying the above criteria, those who are meeting the above eligibility criteria shall be given a marking system to assess the bid under QCBS system with following weightages.

Section-A: RELEVANT EXPERIENCE OF BIDDER: 70 marks
Section-B: PROPOSED METHODOLOGY, TECHNOLOGY & WORK PLAN: 20 marks
Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL: 10 marks

Choosing the Applicant/ Bidders: The relevant total combined scores for each of the proposals will finally be ranked as per their final scores computed.
The bidder having the highest combined score will be the first ranked bidder and eligible for award of concession Agreement.

3.0 **Short-listing of applicants**

The Applicant/ Bidder scoring equal to or above **[75]** points after the evaluation of the Technical Proposals, will be pre-qualified and short-listed for financial evaluation. However, if the number of such pre-qualified Concessionaires is less than two, the BSWML may, at their discretion, pre-qualify the Concessionaire(s) whose technical score is less than [75] points even overall if such Concessionaire(s) do(es) not qualify as per clause 1.2 of this section.

4.0 **Evaluation of Financial Proposal**

a. In the second stage, the financial evaluation for all qualified proposals will be carried out and will each be assigned a financial score. The financial bids will be evaluated in the following manner.

b. The least quoted amount received towards user fee indicated by the bidder will be given a financial score ($S_{F)}$ of 100 marks and the bid value will be indicated as $FPA_{min}$ (minimum financial proposal amount)
c. The rest of the proposal amounts will be indicated as respective $FPA_{s,}$ and their financial scores ($S_{F)}$ will be computed as follows:
d. $S_{F=}$ 100x ($FPA_{min}$/FPA)
e. Final evaluation of technical cum financial bid
f. Following completion of evaluation of technical and financial proposals, final ranking of the proposals will be determined. This will be done by applying a weightage of 70 percent and 30 percent to the technical and financial marks respectively. Hence the final score will be computed as follows:
g. Final score = (0.7 x technical score) + (0.3 x financial score)
h. Choosing the concessionaires.
i. The relevant total combined scores for each of the proposals will finally be ranked as per their final scores computed.
j. The bidder having the highest combined score will be the first ranked bidder and eligible for award of concession Agreement.

## 5.0 **Combined & Final Evaluation**

5.1 Proposal will finally be ranked according to the combined technical (Sr) & Financial (Sf) score as follows

S = Sr*Tw + Sf*Fw

Where, S = Combined score & Tw & Fw are weights assigned to technical proposal & financial proposal which shall be (0.7 & 0.3) respectively.

5.2 The selected bidder shall be the first ranked concessionaire (having the highest combined score). The second ranked concessionaire shall be kept in reserve & may be invited for negotiations in case the first rank concessionaire withdraws, or fails to comply with the requirements specified in clause 5.1, 5.5 & 5.6 (of Section D)as the case may be.

5.3 Illustration to explain the QCBS as follows:

STAGE 1: TECHNICAL BID EVALUATION

| **Bidder details** | **Technical Mark Obtained (Example)** |
|---|---|
| Bidder1 | 92 |
| Bidder2 | 85 |
| Bidder3 | 55 |
| Bidder4 | 75 |

*Since the eligible technical score should be 70 & above, bidder 3 is rejected

STAGE 2: FINANCIAL BID EVALUATION

| Bidder details | Financial Bid Amount |
|---|---|
| Bidder1 | 1,30,000 |
| Bidder2 | 1,20,000 |
| Bidder4 | 1,00,000 |

STAGE 3: Conversion of financial bid amount to score

| Bidder Details | Financial Bid Amount | Financial Score (LFB/F*100) |
|---|---|---|
| Bidder1 | 1,30,000 | 100000/130000*100=76.92 |
| Bidder2 | 1,20,000 | 100000/120000*100=83.33 |
| Bidder4 | 1,00,000 | 100 |

**LFB** =Lowest Financial Bid,**F** =Quoted Amount

Consolidated Technical & Financial Score

| Bidder Details | Technical Score | Financial Score |
|---|---|---|
| Bidder1 | 100 | 76.92 |
| Bidder2 | 90 | 83.33 |
| Bidder4 | 80 | 100 |

STAGE 4: Combined Technical and Financial Score (CTFS) With Weightage 70:30

| Bidder Details | Applying weights for the Technical Score & Financial Score | CTFS | Rank of the Bidder |
|---|---|---|---|
| Bidder1 | 100*(70/100)+76.92*(30/100) | 93.07(70+23.7) | L1 |
| Bidder2 | 90*(70/100)+83.33*(30/100) | 87.99(63+24.99) | L2 |
| Bidder4 | 80*(70/100)+100*(30/100) | 86 (56+30) | L3 |

## F. FRAUD AND CORRUPT PRACTICES

1.0 The Concessionaires and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the BSWML shall reject a Proposal without being liable in any manner whatsoever to the Concessionaire, if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the State Government or the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to BSWML for, inter alia, time, cost and effort of the BSWML, in regard to the RFP, including consideration and evaluation of such Concessionaire's Proposal.

2.0 Without prejudice to the rights of the BSWML under Clause 4.1 hereinabove and the rights and remedies which the BSWML may have under the LOA or the Agreement, if an Concessionaire or Concessionaire, as the case may be, is found by the State Government or the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Concessionaire or Concessionaire shall not be eligible to participate in any tender or RFP issued by the BSWML during a period of 2 (two) years from the date such Concessionaire or Concessionaire, as the case may be, is found by the State Government or the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.0 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the State Government or the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government or the Authority, as the case may be, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner

whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating

to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the State Government or the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the State Government or the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## G. PRE-PROPOSAL CONFERENCE

1.0 Pre-Proposal Conference of the Concessionaires shall be convened at the designated date, time and place. A maximum of two representatives of each Concessionaire shall be allowed to participate in production of an authority letter from the Concessionaire.

| Particulars | Description |
|---|---|
| **Date** | 10/01/2025(date mentioned in NIT) |
| **Time** | 03:00 p.m. |
| **Attention to** | The Chief General Manager & Chief Engineer (Technical) |
| **Venue** | Bengaluru Solid Waste Management Limited<br>#30/1, Thimmaiah Road, Millers Tank Bund Area,<br>Vasanthnagar, Bengaluru-560 052 |

2.0 During the course of Pre-Proposal Conference, the applicant/ bidder will be free to seek clarifications and make suggestions for consideration of the BSWML. The BSWML shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

3.0 Any Corrigendum/Addendum thus issued will be uploaded on the website https://kppp.karnataka.gov.in.

4.0 Any verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

## H. MISCELLANEOUS

1.0 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Karnataka shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.0 The BSWML, at their discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Concessionaire in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the State Government or the Authority by, on behalf of and/or in relation to any Concessionaire; and/or

(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Concessionaire.

3.0 It shall be deemed that by submitting the Proposal, the Concessionaire agrees and releases the BSWML, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

4.0 All documents and other information supplied by the State Government or the Authority or submitted by anConcessionaire shall remain or become, as the case may be, the property of the BSWML. The BSWML will not return any submissions made hereunder. Concessionaires are required to treat all such documents and information as strictly confidential.

5.0 The BSWML reserves the right to make inquiries with any of the clients listed by the Concessionaires in their previous experience record.

# APPENDIX – I: TECHNICAL PROPOSAL

**APPENDIX-I**

**Form-1**:**Letter of Proposal**
(On Concessionaire's letterhead)

(Date and Reference)

To,
.....
.....
.....

Subject: "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants for **Package-3** for a Concession period of 15 years."

**A. Package-3**

| Sl. No. | Description of the Service | Unit | Quantity |
|---|---|---|---|
| | **Package-3:** "Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to the Proposed Processing Plants and processing by establishing the Processing Plants as per the as per Scope of work of PIM document, RFP document and the T&C in Concession Agreement, C&D Waste Management Rules 2016; SBM-2.0, CPHEEO Manual and any other amendments to such rules and guidelines during the concession period of 15 years of O&M which is after the COD. | **Tons per day (TPD** | **750** |

Dear Madam/Sir,

1. With reference to your RFP Document dated …….., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plant **Package-3** for a Concessionaire period of 15 years." (the "Project"). The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Concessionaire for the aforesaid Project.
4. I/We shall make available to the BSWML any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the BSWML to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Concessionaire, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
    (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the BSWML;
    (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
    (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the BSWML or any other public sector enterprise or any government, Central or State; and
    (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Concessionaire, without incurring any liability to the Concessionaires in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the Joint Venture/Consortium/LLP, are/is not a Member of any other Joint Venture/Consortium/LLP applying for selection as a Concessionaire.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by the BSWML [and/ or the Government of India] in connection with the selection of Concessionaire or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security of Rs. ..... (Rupees .....) has been submitted through online mode of payment as provided in the RFP document.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 180 (One hundred and eighty days) days from the Proposal Due Date specified in the RFP.

17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4 of Appendix-I.

18. In the event of my/our firm/ Joint Venture/Consortium/LLP being selected as the Concessionaire, I/we agree to enter into the Concession Agreement in accordance with the Schedule-I of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

19. I/We have studied RFP and all other documents carefully and also surveyed the Site(s). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the State Government or the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.

20. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Concessionaire / Lead Member)

**APPENDIX-I**

**Form-2**:**Particulars of the Applicants/ bidders/ tenderers**

1. Details of applicant/ bidder/ tenderer

   (a) Name:

   (b) Country of incorporation and MOA/PAN:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business and GST certificate details:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the State Government:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address:

4. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (g) Name:

   (h) Designation:

   (i) Company:

   (j) Address:

   (k) Telephone Number:

   (l) E-Mail Address

5. Particulars of the Authorized Signatory of the Concessionaire:

   (a) Name:

   (b) Designation:

(c) Address:

(d) Phone Number:

6. In case of a Joint Venture/Consortium/LLP:

(a) The information above (1-4) should be provided for all the Members of the Joint Venture/Consortium.

(b) A copy of the Joint Bidding Agreement should be attached to the Proposal

(c) Information regarding the role of each Member should be provided as per table below:

| **S. No.** | **Name of Member** | **Role** | **Percentage of equity in the Joint Venture/Consortium/LLP** |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

(d) The following information shall also be provided for each Member of the Joint Venture/ Consortium:

Name of Concessionaire/Member of Joint Venture or Consortium

| | **Criteria** | **Yes** | **No** |
|---|---|---|---|
| (1) | Has the Concessionaire constituent of the Joint Venture/Consortium/LLP been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)? | | |
| (2) | If the answer to (1) is yes, does the bar subsist as on the Proposal Due Date? | | |
| (3) | Has the Concessionaire/Joint Venture/Consortium/LLP paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years? | | |

7. A statement by the Concessionaire and each of the Members of its Joint Venture/Consortium/LLP (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

## APPENDIX-I

**Form-3**:**Statement of Legal Capacity**
(To be forwarded on the letter head of the Concessionaire)

Ref. Date:

To,

.....

.....

**Dear Madam/Sir,**

**Subject:** RFP for Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plant for **Package-3** for a Concession period of 15 years."

I/We hereby confirm that we, the applicant/ bidder (along with other Members in case of Joint Venture/Consortium/LLP, the constitution of which has been described in the Proposals ), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that …….. (insert applicant/ bidder name) will act as the Lead Member of our Joint Venture/Consortium/LLP.

I/We have agreed that …….. (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the Joint Venture/Consortium/LLP on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.
Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of .....

_____
Please strike out whichever is not applicable

## APPENDIX-I

### Form-4A:Power of Attorney for signing of Proposal

Know all men by these presents, we, ..... (name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorise Ms. / Mr. ..... daughter/wife/son and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection as the Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants for **Package-3** for a Concessionaire period of 15 years (the "Project"), proposed to be developed by the ..... (the "BSWML") and the ..... (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Proposal and other conferences and providing information/ responses to the BSWML, representing us in all matters before the BSWML, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the BSWML in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Concession Agreement with the SPV/ the State Government / the Authority and the Selected Bidder as confirming party.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....
(Signature, name, designation and address)

Witnesses:
1.
2.
Notarized

Accepted
.....

(Signature, name, designation and address of the Attorney)

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

2. Wherever required, the Concessionaire should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Concessionaire.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Concessionaires from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.

4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

**APPENDIX-I**

**Form-4B**:**Power of Attorney for Lead Member of Joint Venture/Consortium/LLP**

Whereas the BSWML has invited applications from interested parties for the Proposal for Selection of ConcessionaireCollection, Transportation and Processing of Construction and Demolition (C&D) waste for this package having capacity of 750 TPD each to identified locations by BSWML at Bengaluru

Whereas, …….., …….., …….. and (collectively the "Joint Venture/Consortium/LLP") being Members of the Joint Venture/Consortium/LLP are interested in bidding for the **Package-3** Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture/Consortium/LLP to designate one of them as the Lead Member with all necessary power and the authority to do for and on behalf of the Joint Venture/Consortium/LLP, all acts, deeds and things as may be necessary in connection with the Joint Venture/Consortium/LLP"s Proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……. Having our registered office at .....,
M/s, ……. Having its registered office at .....,
M/s, ……. Having its registered office at .....,

(herein after collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. ……. Having our registered office at ……., being one of the Members of the Joint Venture/Consortium/LLP, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Joint Venture/Consortium/LLP and any one of us during the Selection Process and; in the event the Joint Venture/Consortium/LLP is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture/Consortium/LLP, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture/Consortium/LLP and submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Concessionaires and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Joint Venture/Consortium/LLP and generally to represent the Joint Venture/Consortium/LLP in all its dealings with the BSWML, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Joint Venture/Consortium/LLP's Proposal for the Project and/or upon award

thereof till the Concession Agreement is entered into with SPV/ the State Government / the Authority and the Selected Bidder as confirming party.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture/Consortium/LLP.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For ……...

(Signature)

…….. (Name & Title)

For ……...

(Signature)

…….. (Name & Title)

For ……...

(Signature)

…….. (Name & Title)

Witnesses:

1.

2.
……

(Executants)
(To be executed by all the Members of the Joint Venture/Consortium/LLP)
**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

2. Wherever required, the Concessionaire should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Concessionaire.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Concessionaires from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

4. Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

**APPENDIX-I**

**Form-5:Financial Capacity of the Concessionaire**

(See Clause 8.0 (Section C))

| **Concessionaire Type** | **Member Code** | **Net Worth** (Average of Any 2 years for Past 5 Years) (in Crores) | **Net worth (in Crores) (5 Years)** | | | | |
|---|---|---|---|---|---|---|---|
| | | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Single entity Concessionaire** | | | | | | | |
| **Joint Venture / Consortium Member 1** | | | | | | | |
| **Joint Venture / Consortium Member 2** | | | | | | | |
| **Joint Venture / Consortium Member 3*** | | | | | | | |
| **TOTAL** | | | | | | | |

* More rows may be added as per requirement

Instructions:

1. The Concessionaire/ its constituent Joint Venture/Consortium/LLP Members shall attach copies of the balance sheets, financial statements and annual reports for 5 years preceding the Proposal Due Date. The financial statements shall:

   (a) Reflect the financial situation of the Concessionaire or Consortium Members and its/ their Associates where the Concessionaire is relying on its Associates financials;
   (b) Be audited by a statutory auditor;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purposes of this RFP "Net Worth" shall be computed as per the formulation provided in this RFP.

3. The Concessionaire shall provide Statutory Auditor's certificate/Chartered Accountant certificate specifying the Net Worth and also specifying the methodology adopted for calculating such net worth.

**APPENDIX-I**

**Form-6**:**Particulars of Key Personnel**

| Sl. No. | Designation of Key Personnel | Name | Educational Qualification | Length of Professional Experience | Present Employment | | No. of Eligible Assignments |
|---|---|---|---|---|---|---|---|
| | | | | | Name of Company/ Firm | Employed Since | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1. | Team Leader | | | | | | |
| 2. | Safety Expert | | | | | | |
| 3. | Financial Analyst | | | | | | |
| 4. | Environmental Expert | | | | | | |

## APPENDIX-I

### Form-7:Proposed Methodology, Technology and Work Plan

The proposed methodology, technology and work plan shall be described as follows:

**1. Understanding of terms and conditions of the Concession Agreement** (not more than two pages) The Concessionaire shall clearly state its understanding of the terms and conditions of the Concession Agreement and also highlight its important aspects.

**2. Methodology and Work Plan** (not more than three pages) The applicant/ bidder will submit its methodology for carrying out the Project, outlining its approach toward achieving the key performance indicators laid down in the Concession Agreement. The applicant/ bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for the Project have been fully covered by its Proposal. In case the Concessionaire is a Joint Venture/Consortium/LLP, it should specify how the expertise of each Member is proposed to be utilised for the Project. The applicant/ bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Project.

**3. Proposed Technology** (detailed note)

The applicant/ bidder will submit its proposed technology for carrying out the Project, including the details of technology/combination of technologies proposed for processing of waste, sources of technologies and technology tie-up. Details regarding C&D waste to be provided in accordance with sub-clause 5 of this Form-7 of Appendix –I.

4. **Other details to be included in the Technical Proposal for** Collection, Transportation and Processing of Construction and Demolition (C&D) waste for **Package-3** having capacity of 750 TPD to identified locations by BSWML at Bengaluru.
5. **Proposed approach, methodology, technology, work plan for** Collection, Transportation and Processing of Construction and Demolition (C&D) waste for **Package-3** having capacity of 750 TPD to identified locations given in PIM document by BSWML at Bengaluru.

**Note**: All of the above details should be provided as elaborately as feasible and supported with engineering drawings (if applicable), manpower requirement, fuel, power requirement and explanation of time required for recovery and utilization of components. Based on the above work requirement, the Concessionaire will provide details of plant, machinery and equipment proposed to be deployed in the works and their status (new or old). The applicant/ bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae.

**Note 2**: The applicant/ bidder will be invited to make a presentation on approach, methodology, proposed technologies and project plan to judge their understanding of the Project.

**Note 3**: Marks will be deducted for writing lengthy and out of context responses.

## APPENDIX-I

**Form-8**:**Proforma of Bank Guarantee for Bid Security**
[(to be executed on Rs. 100/- non judicial stamp paper)]

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: [State Department of Urban Development], having its registered office at ……
AND [Name of the Authority], having its registered office at .....

Beneficiary: Bangalore Solid Waste Management Limited
Bank: Canara Bank
Account No.: 8401132000077
Bank branch: BBMP, Sampangiramanagara. Bangalore.
IFSC Code: CNRB0008401
MICR Code: 560015100
GST No: 29AAJCB8656MIZT:

B.G. No.

Dated: [•]

1. We have been informed that [•] [insert name of the Concessionaire] (hereinafter called the "Concessionaire") intends to submits its Proposal (hereinafter called the "Proposal") for Selection of Collection, Transportation and Processing of Construction and Demolition (C&D) waste for the Package-3 having capacity of 750 TPD to identified locations indicated in PIM document by BSWML at Bengaluru under Request for Proposal bearing RFP Reference No. [•] dated [•] (hereinafter called the **"RFP"**).
2. Furthermore, we understand that, according to your conditions, the Proposal must be supported by a Bid Security.

3. At the request of the Concessionaire, we, [•] [insert name of the Bank], having our branch at ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. *** (Rupees *** only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Concessionaire is in breach of its obligation(s) under the terms and conditions of the RFP, without any demur, reservation, recourse, contest or protest and without reference to the Concessionaire, which may include the following: -

(a) If the Concessionaire withdraws its Proposal during the validity period of the Proposal;

(b) if a Concessionaire submits a non-responsive Proposal as per the RFP;

(c) if a Concessionaire has a conflict of interest as specified in the RFP

(d) If the Concessionaire engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Section 4 of the RFP;

(e) If the Concessionaire upon being declared as the Selected Bidder fails to:

(i) to sign and return the duplicate copy of Letter of Award;

(ii) to sign the Concession Agreement;

(iii) furnish a Performance Security in within the period prescribed in the Concession Agreement;

(f) If the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

(g) If the Concessionaire is otherwise in breach of the terms of the RFP.

4. Any such written demand made by the State Government or the Authority stating that the Concessionaire is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

5. This guarantee will expire: (a) if the Concessionaire is the Selected Bidder, upon receipt of the Performance Security by you, and (b) if the Concessionaire is not the Selected Bidder, (i) return of the Bank Guarantee by you as per the terms of the RFP, or (ii) upon expiry of 120 days from the date hereof.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Concessionaire.

7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the BSWML.

8. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Signed and Delivered by _____Bank

By the hand of Mr./Ms. [•], its [•] and authorized official.

(Signature of the Authorized Signatory) (Official)

**APPENDIX-I**

**Form-9: Format for Joint Bidding Agreement**
(See Clause 8.0 (ii) of Section C)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of ..... 20…

**AMONGST**

1. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

**2.** …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at ……. (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

**WHEREAS,**

(A) **[Name of the State Department of Urban Development]**, having its principal office at ……
including its administrators, successors and assigns) and the [Name of the Authority], having its principal office at …… including its administrators, successors and assigns) have invited Proposals (the **"Proposals"**) by its Request for Proposal No. …… dated …… (the **"RFP"**) for Collection, Transportation and Processing of Construction and Demolition (C&D) waste for **Package-3** having capacity of 750 TPD to identified location as per the PIM document by BSWML at Bengaluru through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture/Consortium/LLP and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture/Consortium/LLP shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Joint Venture/Consortium/LLP**

The Parties do hereby irrevocably constitute a Joint Venture/Consortium/LLP (the **"Joint Venture/Consortium/LLP"**) for the purposes of jointly participating in the Selection Process for the Project.

The Parties hereby undertake to participate in the Selection Process only through this Joint Venture/Consortium/LLP and not individually and/ or through any other Joint Venture/Consortium/LLP constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Joint Venture/Consortium/LLP is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the State Government and

Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Joint Venture/Consortium/LLP (the shareholding of the Lead Member should be [at least 51% or majority shareholder]) and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture/Consortium/LLP during the duration of the Project;

(b) Party of the Second Part shall be responsible for [insert role]

(c) Party of the Third Part shall be responsible for [insert role]

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the expiry of the Concession Agreement.

**6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium/LLP Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other

instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Concession Agreement. However, in case the Joint Venture/Consortium/LLP is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Concessionaire is not pre-qualified or upon return of the Bid Security by the BSWML to the Concessionaire, as the case may be.

**9. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BSWML

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

| | |
|---|---|
| SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>**LEAD MEMBER** by:<br>(Signature) (Name) (Designation)<br>(Address) | SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>**SECOND PART**<br>(Signature) (Name) (Designation)<br>(Address) |

| | |
|---|---|
| SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>**THIRD PART**<br>(Signature) (Name)<br>(Designation) (Address) | |

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium/LLP Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX-I

### Form-10: Abstract of Eligible Assignments of the Concessionaire
### (See Clause 1.2 of Section E)

| Sl. No | Name of Project | Name of Client | Date of Commencement | Date of Commissioning | Project Capacity | Location of the Project | Project Cost (in Rs. crore/ US$ million) | Whether credit is being taken for the eligible Experience of an Associate (Yes/ No) |
|---|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| **1** | | | | | | | | |
| **2** | | | | | | | | |

The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-12 of Appendix-I.

Note 1: Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

Note 2: Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture/Consortium/LLP. In other words, no double counting by a Joint Venture/Consortium/LLP in respect of the same experience shall be permitted in any manner whatsoever

## APPENDIX-I

### Form-11:Abstract of Eligible Assignments of Key Personnel
### (See Clause 1.2 of Section E)

Name of Key Personnel:

Designation:

| Sl. No | Name of Projects | Name of Client | Date of Commencement of work by the Key Personnel | Date of Completion of work by the Key Personnel | Man days spent | Project Capacity | Location of the Project | Project Cost (in Rs. crore/ US$ million) | Name of Company/Firm for which the Key Personnel worked | Designation of the Key Personnel on the Project |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |

Use separate Form for each Key Personnel

The names and chronology of projects included here should conform to the project-wise details submitted in Form-13 of Appendix-I.

Note: The Concessionaire may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel

**APPENDIX-I**

**Form-12**: **Eligible Assignments of the Concessionaire**
**(See Clause 1.2 of Section E)**

| | | |
|---|---|---|
| 1 | Name of the Project | |
| 2 | Nature of the Project | |
| 3 | Name of the Client | |
| 4 | Address, Telephone no. and E-mail address of the Client | |
| 5 | Date of Commencement | |
| 6 | Date of Commissioning | |
| 7 | Project Capacity | |
| 8 | Location | |
| 9 | Project Cost | |
| 10 | Whether credit is being taken for the eligible Experience of an Associate (Yes/ No) | |
| 11 | Brief description of the Project: | |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.<br><br>(Signature and name of Concessionaire) | | |

Notes:

1. Use a separate sheet for each Eligible Project.

2. Exchange rate for conversion of US $ shall be as per Clause 1.7.1

## APPENDIX-I

### Form-13: Eligible Assignments of Key Personnel
### (See Clause 1.2 of Section E)

| | | |
|---|---|---|
| 1 | Name of the Project | |
| 2 | Nature of the Project | |
| 3 | Name of the Client | |
| 4 | Address, Telephone no. and E-mail address of the Client | |
| 5 | Date of Commencement of work of the Key Personnel | |
| 6 | Date of Completion of work of the Key Personnel | |
| 7 | Man days spent | |
| 8 | Project Capacity | |
| 9 | Location | |
| 10 | Project Cost | |
| 11 | Name of Company/Firm for which the Key Personnel worked | |
| 12 | Designation of the Key Personnel on the Project | |
| 13 | Brief description of the Project: | |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.(Signature and name of Key Personnel) | | |

**Notes:**

1. Use a separate sheet for each Eligible Project.

2. The Concessionaire may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

1. Use separate form for each Key Personnel and Professional Personnel
2. The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 and Form-13 of Appendix-I.
3. Each page of the CV shall be signed in ink or digitally signed and dated by both the Personnel concerned and by the Authorized Representative of the Concessionaire along with the seal of the Concessionaire. Photocopies will not be considered for evaluation.

**APPENDIX-I**

**Form-14**: **Curriculum Vitae (CV) of Key Personnel and Professional Personnel**

*(See Clause 4.2(p) of Section B)*

**1.** Proposed Position:

**2.** Name of Personnel:

**3.** Date of Birth:

**4.** Nationality:

**5.** Educational Qualifications:

**6.** Employment Record: (Starting with present position, list in reverse order every employment held)

**7.** List of projects on which the Personnel has worked

| **Name of Project** | **Description of Responsibilities** |
|---|---|
| | |

**8.** Details of the current project and the time duration for which services are required for the current project.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorized signatory of the Concessionaire)

**Notes:**

1. Use separate form for each Key Personnel and Professional Personnel

2. The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 and Form-13 of Appendix-I.

3. Each page of the CV shall be signed in ink or digitally signed and dated by both the Personnel concerned and by the Authorized Representative of the Concessionaire along with the seal of the Concessionaire.

Photocopies will not be considered for evaluation

**APPENDIX-I**

**Form-15**: **Deployment of Personnel**

| S. No. | Designation | Name | Man-Days (MD) | | Week Numbers | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | At Project site | Away from Project site(specify) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 1. | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | | | | | |
| **Total Man days** | | | | | | | | | | | | | | | | | | |

**APPENDIX-I**

**Form–16**: **Survey and Field Investigations**

| **Item of Work/Activity** | **To be carried out / prepared by** | | **Week** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Name | Designation | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
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**APPENDIX-I**

**Form-17**: **Format of Self-Attested Certificate regarding Associate**

**Self-Attested Certificate regarding Associate**

Based on the authenticated record of [*Insert name of the Company*], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid up voting equity of

……..(name of the Applicant/Member/Associate) shield, directly or

indirectly, by (name of applicant/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.]

[ (name of Concessionaire/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies of (Concessionaire/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Concessionaire/ Member and the Associate. In the event the Associate is under common Control with the Associate/ Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the Concessionaire/Member: Seal of the Concessionaire/Member:

## APPENDIX-I

### Form-18: Format of Information on Litigation

(To be provided by the Concessionaire/each Member)

| Sl. No. | Name | Forum and Counterparty | Brief Description of the matter | Estimated financial liability | Current Status of Litigation | Orders passed Against the Concessionaire/Member |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**APPENDIX - I**

**Form – 19: Information regarding Anti-Blacklisting – Affidavit**

**(On a Stamp Paper of value of Rs.500)**

I. M/s. …… (Single Business Entity/Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ director's are not barred by Bengaluru Solid Waste Management Limited ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government/ department urban local body/agency in India from participating in bidding process, either individually or as member of a Consortium as on the ……. (Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……. Day of ……. 20….

Signature of the Authorised person

Name of the Authorised Person

To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

| | |
|---|---|
| Concessionaire | BSWML |

## APPENDIX-II: FINANCIAL PROPOSAL

**APPENDIX-II**

**Form-1: Covering Letter**
(On Concessionaires letterhead)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Financial Bid for "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said **Package-3** vide clause 1.1.1 for a Concession period of 15 years."

I/We, .....(Concessionaire's name) here will enclose the Financial Proposal for selection of my/ our Company/ Joint Venture/ Consortium as Concessionaire for above.

I/We agree that this offer shall remain valid for a period of 90(ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

**Note**: The Financial Proposal is to be submitted strictly as per forms given in the RFP through e portal only. If any financial bid related quote information disclosed in technical bid submission shall lead to rejection of the proposal summarily.

**Form-2: Price Bid –I (Sample Format and same has to be filled up online in KPP Portal)**

Sub: RFP for "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said **Package-3** vide clause 1.1.1 for a Concession period of 15 years."

Having gone through PIM, RFP and Draft Concessionaire Agreement documents, having fully understood the Scope of Work for the Project as set out by the Authority in the PIM, RFP and DCA documents vide relevant clauses of the document.

1. I/We are pleased to inform that I/We would demand the following rate of Tipping Fee i.e. Per MT for the respective descriptions of the schedules mentioned below as per the Scope of work indicated in this PIM, RFP and DCA document.

2. The quoted rates are inclusive of all taxes, duties and levies, but excluding GST which will be paid by the authority as per prevailing norms and rate as applicable during the entire concession period.

3. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the lowest of the amount quoted in figure or words shall be considered. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.

4. We confirm that our Financial Proposal is FINAL in all respects and contains No conditions.

5. We confirm that the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate, Maintain and Transfer the Project, in the event that we are finally selected.

## BOQ for Package-3

### A. Package-3

| Sno | Description of the package | Unit | Quantity | Unit rate / Tonne (Rs.) (in figures) | Unit rate / Tonne (Rs.) (in words) |
|---|---|---|---|---|---|
| 1 | Package 3: Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to the Proposed Processing Plants and processing by establishing the Processing Plants as per the as per Scope of work of PIM document, RFP document and the T&C in Concession Agreement, C&D Waste Management Rules 2016; SBM-2.0, CPHEEO Manual and any other amendments to such rules and guidelines during the concession period of 15 years of O&M which is after the COD. | TPD | 1 | | |

**Common notes for this package:**

1. The Unit rate to be quoted for the Base year of bid submission year.
2. The Incremental increase of the quoted/ accepted rate shall be paid at the rate of 5% year on year after successful completion of first year.
3. The break of the percentage of the proportion of the fee quoted shall be paid as follows: towards Collection, transportation activities @ 65% of the total of the quoted rate and for the portion of the P&D related activities shall be paid @ 35% of the total of the quoted rate towards the actual quantities recorded through the Weighing machine/ RFID/ GPS tracking mechanism.
4. The bidders are advised to quote the net rate after adjusting the revenue to be generated from the selling of the by-products.
5. In case of operation of either C&T or P&D process alone, in such cases the following illustration shall be applicable: If the total tipping fee is Rs. 100 per TPD, then for Collection and Transportation (C&T) rate shall be taken as 65% of total tipping fee & for Processing and Disposal (P&D) rate shall be taken as 35% of total tipping fee and paid accordingly.
6. The average distance towards secondary transportation is considered from the transfer stations to processing plants is about 25 Kms on direction and round trip it is50.00 Kms. The lead for the additional distance per Km shall be paid or deducted based on the establishment of actual average distance per trip after the award of the work and after finalization of the location of the Transfer stations and processing plants and arrive the average distance in mutual consent of concessionaire and BSWML for the corresponding package.

Yours Faithfully,

For an on behalf of (name of Bidder/Concessionaire)
Duly signed by the Authorized signatory of the Bidder/Concessionaire.

**Form-3: Letter of Declaration**

*(The Letter of Declaration is to be submitted by each Member in case of Joint Venture /Consortium)*

Date:_____

Place:_____

To,

…….

**…….**

Dear Sir/Madam,

Sub: "Selection of Concessionaire "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment On PPP Model For Work Of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants of the above said package vide clause 1.1.1 for a Concession period of 15 years.""

This has reference to the Proposal being submitted by____(mention the name of the Concessionaire/ Lead Member of the Joint Venture/Consortium/LLP), as single entity/ Lead Member of the Joint Venture/ Consortium comprising____(mention name(s) of the Members) in respect of Selection of Concessionaire in response to the Request for Proposalat Bengaluru Proposal (the "**RFP**") issued by the BSWML dated _____.

We hereby confirm the following:

1. We (name of the Concessionaire/Member furnishing the Letter of Declaration), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:

   - For the purpose of all subsequent communications with the BSWML the Concessionaire shall here presented by_____(mention name of the authorized representative of the Concessionaire/Lead Member);

   *{The Joint Bidding Agreement has been signed between /among (names of the Members), as members of the Joint Venture/Consortium/LLP; and the Proposal is being submitted on behalf of the Joint Venture/ Consortium (name of the Lead Member).}*[8]

2. We have satisfied ourselves regarding our role as (here give a brief description of the role) in the Project as specified in the Proposal. If the Concessionaire/Joint Venture/Consortium/LLP is awarded the Project, we shall perform our role as outlined in the Proposal to the best of our abilities. We have examined the Proposal in detail and the commitments made in the same. We agree and undertake to abide by the Proposal and the commitments made therein.
3. We authorize_____(name of the authorized representative of the Concessionaire/Lead Member), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering

into contractual commitments etc. on behalf of the Joint Venture/Consortium/LLP, in respect of this Project.

*4* We understand that, no change in the membership in the Joint Venture/Consortium/LLP, in the role and form of responsibility of any Member shall be permitted after submission of the Proposal. If any change in the membership of the Joint Venture/ Consortium is desired, it would need to be communicated to the BSWML in writing for its approval. The BSWML would reserve the right to reject such requests for a change of Joint Venture/Consortium/LLP structure, if in its opinion; it would adversely affect the same.}[9]

For and on behalf of:

[Signature]
(Authorized Representative and Signatory) Name of the Person:
Designation:

[8]Applicable only in case of a Joint Venture/Consortium/LLP

**Form-4: Format of Self-Attested Certificate regarding Associate**

Based on the authenticated record of [Insert name of the Company], this is to certify that [more than 50% (fifty per cent) of the subscribed and paid up voting equity of ……..(name of the Concessionaire/Member/Associate) is held, directly or indirectly, by (name of Concessionaire/Member/Associate)

By virtue of the aforesaid, the latter exercises control over the former, who is an Associate.][ (name of Concessionaire/Member/Associate) has the power, directly or indirectly, to direct or influence the management and policies (Concessionaire/Member) by operation of law, contract or otherwise]. By virtue of the aforesaid, the former exercises control over the latter, who is an Associate.]

A brief description of the said equity held, directly or indirectly, is given below: {Describe the share-holding of the Concessionaire/ Member and the Associate. In the event the Associate is under common Control with the Associate/ Consortium Member or the Control is exercised by operation of law, the relationship may be suitably described and similarly certified herein.}

Name of the Concessionaire/Member: Seal of the Concessionaire/Member:

**Form-5: Format of Information on Litigation**

(To be provided by the Concessionaire/each Member)

| Sl. N0 | Name | Forum and Counterparty | Brief Description of the matter | Estimated financial liability | Current Status of Litigation | Orders passed Against the Concessionaire/Member |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**ANNEXURE-A**
**Tentative location of Processing Facility and Transfer Station**

## 1. PROCESSING FACILITY: Location (Latitude & Longitude)

Package - 3 - 12.85352, 77.62936 - https://maps.app.goo.gl/MStKKhwtc7UfXp677

## 2. TRANSFER STATION

| Transfer Station | Ward No | Zone | Ward Names | Google map location |
|---|---|---|---|---|
| 1 | 184 | Bommanahalli | Uttanahalli | https://maps.app.goo.gl/wuwPzjJcLDgA39xv8 |
| 2 | 184 | Bommanahalli | Uttanahalli | https://maps.app.goo.gl/adfq91ag1bnJARJs6 |
| 3 | 173 | South | BTM Layout | https://maps.app.goo.gl/pFv9G9MVCDiQDSz17 |
| 4 | 182 | South | Padmanabhanagara | https://maps.app.goo.gl/sruzrg94iUVxhcFX9 |

**ANNEXURE-B**

**MEMORANDUM OF UNDERSTANDING (the "MoU")**

**(to be executed on the Rs. 10,000 or equivalent stamp paper)**

This MoU is entered into on this the …… day of …….., 20…….

**AMONGST**

1. {…….Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **"OEM/Technology Supplier/ Party of the First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns) **of the First Part;**

**AND**

2. **{** Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **"Party of the Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns) **of the Second Part.**

The above-mentioned parties of the First Part and Second Part are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party".**

**WHEREAS**

A. BSWML established under ____ Act __ represented by its ____ having its principal office _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bid") by its Request for Proposal No. …… dated (the RFP") (the "Project") through Public Private Partnership.

B. The Party of the Second Part is interested in bidding for the Project meeting technical qualification of the RFP based on the technology and experience of the Party of the First Part as OEM/Technology Supplier and in accordance with the terms and conditions of the RFP document under sub-Article _____ and other bid documents in respect of the Project, and

C. It is a condition under the RFP document that the Bidder (being the Party of the First Part solely, or a consortium in which the Party of the First Part is a constituent), or any one member of the consortium in which the Bidder is a constituent member,

shall enter into a Memorandum of Understanding with the party meeting the criteria for technical qualification as specified in the RFP and furnish a copy thereof along with the Bid.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. **Definitions and Interpretations**

   In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning as specified thereto under the RFP.

2. **Memorandum of Understanding**

   2.1 The Parties do hereby irrevocably bind themselves for the purposes of participating in the Bidding Process for the Project together as agreed herein.

   2.2 The Parties hereby undertake to participate in the Bidding Process only through this MoU and not individually, either directly or indirectly or through any of their Associates.

3. **Covenants**

   The Party of the Second Part hereby undertakes that in the event the Bidder is declared the Successful Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the SPV) under the Indian Companies Act, 1956/2013 registered at Bengaluru and shall enter into a Concession Agreement with the Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. **Role of the Parties**

   The Parties hereby undertake to perform the roles and responsibilities as described below:

   a) Party of the First Part shall be responsible for design, engineer, supply, fabricate, construct, commission and perform O&M for at least 3 (three) years after achieving COD including all such duty as incidental thereto in accordance with a separate contract to be entered into between the Parties for the purpose.

   b) Party of the Second Part shall meet the financial qualification and be responsible for financing; obtaining consent & clearance; carrying out civil works pertaining to the site as per the instruction of OEM/Technology supplier; coordination with Authority and all such duty as incidental thereto and generally responsible towards the Authority for all matters connected with the execution of the Project in accordance with the terms of the RFP.

5. **The Party of the First Part not as a Bidder**

Notwithstanding anything to the contrary provided in the RFP or the Concession Agreement, the Party of the First Part shall not be a party in the consortium comprising the Bidder, and shall not undertake any joint and several liability in any manner whatsoever towards the Authority, the Party of the Second Part or the Bidder in connection with the RFP or the Concession Agreement. The obligations and liabilities of the Party of the First Part towards the Bidder or the Party of the Second Part shall be governed by agreements to be entered between them separately in connection with the Project subject to mutual agreement.

6. **Shareholding in the SPV**

6.1 The Parties undertake that the Party of the Second Part, either on its own or together with its consortium members excluding the Party of the First Part, shall hold 100% (hundred percent) equity in the SPV at the time of signing of the Concession Agreement.

6.2 The Party in the Second Part warrants that it shall comply with all equity lock-in requirements and minimum shareholding set forth in the Draft Concession Agreement.

6.3 The Party of the First Part shall not be part of any consortium or SPV in connection with the Project. The Party of the First Part shall not be bound by obligation of infusing/maintaining equity into the SPV.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this MoU that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MoU;

b) The execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and Board Resolution/ Power of Attorney in favour of the person executing this MoU for the delegation of power and authority to execute this MoU is annexed to this MoU, and shall not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by- laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other

governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MoU; and

c) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this MoU.

8. **Termination**

This MoU shall be effective from the date hereof and shall continue in full force and effect until the third anniversary of the CoD of the Project is achieved and in accordance with the Concession Agreement, in case the Project is awarded to the Party of the Second Part or any consortium comprising of the Party of the Second Part. However, in case the Party of the Second Part or any consortium of the Party comprising of the Second Part fails to meet the qualification criteria for the Project, or does not get selected for award of the Project, or the Project is abandoned/awarded by the Authority to any other party in which the Party of the Second Part is not a constituent, or any of the Parties hereto have become insolvent or enter into receivership, then this MoU shall stand terminated, as the case may be.

9. **Miscellaneous**

i. This MoU shall be governed by laws of India.

ii. The Parties acknowledge and accept that this MOU shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST

ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of
FIRST PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of
SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.